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the profession. In the present state of the new practice it is of the highest importance that practitioners should know the decisions that have been given upon the innumerable points of difficulty which daily arise, and we are wholly unable to conceive any valid reason for the resolution which has been arrived at. We are happy to state that, by the permission of Mr. Justice Denman, the reporter will attend at chambers so long as his lordship sits. If his successor should enforce the recent resolution we can only appeal to the law societies and to our readers in both branches of the profession to bring their influence to bear upon the authors of what we venture to term this most arbitrary and unreasonable decision.

The Solicitors' Journal.

LONDON, FEBRUARY 12, 1876.

CURRENT TOPICS.

IT WOULD of course be impossible to discuss this week the proposals made last night by the Lord Chancellor for the constitution of a final court of appeal for the United Kingdom; but we may note the connection which appears to exist between Lord Salisbury's support of Earl Russell's Life Peerages Bill in 1869, and the present proposal to create two paid Lords of appeal, who are to sit in the House of Lords, with the other law lords, with the rank of barons for life; the change of opinion which has rendered possible the introduction of a proposal which in 1856 excited so strong an opposition, will be a curious subject for the future historian.

IT HAS BEEN SAID of some decisions that they may be right but cannot possibly be just. The like may be said of some appointments; but it, perhaps, as seldom occurs with appointments as with decisions that the right end is reached by inappropriate means. A good appointment is generally considered as warranted by proved competence in similar employments, and proof can hardly exist where the opportunity for evidence has been lacking. Whilst, therefore, it is as impossible to say that Mr. H. W. Verey will prove an inefficient official referee as it would be to affirm the quality of a pebble in the centre of the earth, we are entitled to say that the appointment is a bad one. The result of diligent inquiry is that, notwithstanding some denials on the part of members of the Home Circuit, Mr. Verey does really belong to that circuit and that he does so is evidenced by the fact that a year or two since he appeared on circuit and obtained from the senior judge, the Lord Chief Baron, the appointment of revising barrister. This is all the knowledge we have been able to glean, and if we are at liberty to found any inference upon antecedent circumstances, we should collect that Mr. Verey owes his present appointment to the same generosity to which he was indebted on the former occasion. As to the other appointments, we will say no more than that, whilst they do not discredit the office of official referee, they certainly cast no lustre upon it, and that the whole list is conspicuous by the absence of some names which universal opinion would have welcomed and applauded.

OUR READERS will learn with astonishment and regret that the judges at their meeting on Saturday resolved, by a narrow majority, to exclude from Judges' Chambers the gentleman who has hitherto furnished reports to this journal of the decisions at chambers on points of practice. We feel certain that we shall have the concurrence of our readers in saying that, if this decision is persisted in, very serious inconvenience will be inflicted on

the profession. In the present state of the new practice it is of the highest importance that practitioners should know the decisions that have been given upon the innumerable points of difficulty which daily arise, and we are wholly unable to conceive any valid reason for the resolution which has been arrived at. We are happy to state that, by the permission of Mr. Justice Denman, the reporter will attend at chambers so long as his lordship sits. If his successor should enforce the recent resolution we can only appeal to the law societies and to our readers in both branches of the profession to bring their influence to bear upon the authors of what we venture to term this most arbitrary and unreasonable decision.

IT IS UNDERSTOOD that the new system of pleading is producing one result which we have all along prognosticated. If there is no defence to an action, the present procedure brings out that fact so clearly at the very outset that the defendant is obliged to come to terms. It is said that this, with other reasons, has something to do with the small entry of causes at Guildhall this sittings. Under the old system a number of technical pleas were pleaded, and the question how far they could be supported was adjourned until the time of trial drew near. The consequence was that plaintiffs suffered great delay in obtaining their rights. Having to state what the facts are upon which the defence relies is a very different thing from pleading never indebted, and payment and set-off. A counsel who saw no difficulty in doing the latter cannot invent facts. We have always admitted that there are very great difficulties connected with the mode of pleading which the Judicature Act has sought to establish, and we believe that those concerned in the development of the new system have found this to be so, but we regard the fact that it breaks down defences in actions which ought not to be defended as a triumphant vindication of what may be termed a natural as opposed to a technical system of pleading. It is not easy to distinguish in practice between pleading facts and pleading evidence, but the difficulties of the process are worth encountering in order to make the pleadings of substantial use towards the adjudication of the dispute. The questions that formerly arose were often as remote from any practical bearing upon the substance of the dispute as could possibly be. If any one desires an illustration of the working of the old system we should recommend to his notice the Exchequer Division special paper as it appears at present at Westminster. We should be afraid to say how many demurrers in cases commenced under the old practice are now directed to stand over until after the issues of fact have been tried. The meaning of this is that it is so uncertain in many cases whether the issues of law that have been raised on paper have any real existence with regard to the actual dispute between the parties that it is a waste of pains to discuss them until after the trial. Something of the present state of the Exchequer paper may be attributed to the general unwillingness of the judges to decide points of law which may become irrelevant upon the findings of facts, and something, perhaps, to the peculiar unwillingness of the judges of the particular division to make up their minds on difficult questions; but there is no doubt that it was the tendency of the old system to raise issues of so speculative a character that it was quite uncertain whether the decision of a demurrer was of any advantage at all for the purpose of the determination of the real issues. Where a point of law may settle the whole question between the parties, it seems to us most unjust that they should be driven to a trial in order that the judges may be possibly relieved of the trouble and responsibility of deciding the point. But if a system of pleading tends to raise issues which will not really determine anything between the parties, the natural result is that judges are unwilling to decide them before the trial.

IT IS GENERALLY SUPPOSED that the clever designer who in the Court of Appeal at Lincoln's-inn, constructed a "well" for legless solicitors, dug a trench for shorthand writers, and put up a rabbit run for the Lords Justices has been called in to prepare the court of Vice-Chancellor Malins for the reception of the Divisional Court for hearing equity county court appeals. It would be difficult to persuade us that the ingenuity displayed in the arrangements, or the appropriateness of the ideas embodied, had any other source. As in the case of many great works, however, the scope and design of the alterations have been misunderstood. It is grievous to hear flippantly condemned as mean and ridiculous, arrangements which to the thoughtful mind are full of deep significance. We will try to unfold the purpose of the designer as revealed in his works. Our readers who frequent Lincoln's-inn will remember that at the back, and below the level, of the Vice-Chancellor's chair there runs a narrow bench or shelf, upon which at the time of the Hayman case sundry bishops and divines found an uneasy resting-place. Since that time it has, we believe, remained untenanted until the designer cast his glance on the scene and perceived at once that to put the common law judges on the shelf was the proper thing to do. The next idea to be expressed was the condition of pupils or learners of equity occupied by the learned judges from Westminster. This appears to be appropriately signified by providing the backs of two school desks covered with red cloth, which are fixed in front of the shelf. Next, it was obviously necessary to set forth the idea of the supremacy of equity over the common law, and this was happily accomplished by placing the Westminster judges under the shadow of the Vice-Chancellor's throne and almost at his feet. There is one more arrangement which, perhaps, may be the most beautiful of all; but is also the most obscure. Why, it was asked on Monday, should Mr. Justice Field have no visible means of escaping from his shelf to the retiring-room except by climbing over the president's knees or descending upon the registrar or fighting his way through the crowd? We are unable to suggest a reply; but, apart from joking, we would ask who is responsible for these absurd arrangements?

THE NEW REGULATIONS as to the circuits, contained in the Order in Council which we print in another column, follow exactly the arrangements we three weeks ago indicated as likely; but the time-honoured name of the Northern Circuit is to be retained in place of the suggested designation of "North-Western Circuit." The changes which have been made have not been adopted without careful and prolonged consideration, and it may be assumed that they will be found to conduce to economy of judicial time and the convenience of the public. The members of the Oxford Circuit will be jubilant over their escape from becoming West Midlanders, but a piteous moan has reached the *Times* from "An Attached Member" of the Home Circuit, who thinks the section of that circuit who will join the "mushroom" South-Eastern Circuit have a right to complain of "this American mode of dealing" with the time-honoured name of their old circuit. Why it is "American" to call a new circuit by a new name we hardly know; it is certainly not the custom in America to call things by cumbersome and inconvenient names, and we should have thought that the "Attached Member" would have made out a far better case if, instead of appealing to "shreds of Conservative instinct," he had pointed out that a name of one syllable is, on the whole, more convenient than one of three.

The Right Hon. Richard Assheton Cross, M.P., Secretary of State for the Home Department, has been elected a bencher of the Honourable Society of the Inner Temple, in place of the late Right Hon. T. E. Headlam.

THE NEW PRACTICE.

Nisi Prius BUSINESS.—We hear daily an ever-increasing chorus of complaints with reference to the present arrangements as to *Nisi Prius* business. Leaders say that, under the system now adopted, it is utterly impossible to make provision for their engagements. The parties to actions and their solicitors find it impossible to ascertain when and where their cases will be heard. We have been told of one action which stood for trial on Monday in the Queen's Bench Division, was shifted on Tuesday to the Common Pleas Division, and again on Wednesday to the Exchequer Division, and was finally tried on Friday in the Queen's Bench Division. It is stated that the great falling off in the cause lists is attributable to a considerable extent to the unsatisfactory nature of the present arrangements. It seems very difficult to disabuse the minds of some judges and officials, and also of some law reformers of the idea that clearing a cause list is not necessarily satisfactory despatch of business. It is not counsel who principally suffer from the arbitrary recklessness of the present arrangements, but the suitors. The more impossible it is rendered for counsel to calculate as to their future engagements, the reader is the excuse for taking every brief that is offered without any regard to the probability of being able to attend to it. It is not known until five o'clock what particular permutations and combinations it may have pleased the ingenuity of the official who presides over the *Nisi Prius* list for the day to make in the distribution of the different causes among the different divisions. At that hour, and not till then, a leader in a large practice may find several causes in which he is engaged sprinkled about in the most distractingly incompatible manner among the several divisions. At that time it may be impossible to procure a substitute. Again, the next day, if the cases are not reached, the arrangement is altogether fresh, and they may be distributed in a wholly new and equally perplexing manner. We say that this is outrageous, and we conceive that the judges are very greatly to blame for it. It is absolutely amazing to think by what very obvious and simple arrangements the most distressing inconvenience can often be prevented, yet, with what obstinate pertinacity the conservatism of the judicial intellect refuses to condescend to the consideration of the necessary expedients. For years the arrangements of the courts with regard to the new trial paper have been as inconvenient as they could possibly be, and the same objections applied to the special paper, though in a less degree. But in the Common Pleas Division the Chief Justice, by the establishment of a list for the day, has conferred what we should say must be felt as a great boon by counsel. The system, as we have already taken occasion to observe, has worked excellently. Twice, we believe, the court has had to rise a short time before the usual hour, having gone through the list; but why should that be regarded as such a terrible occurrence? It is extremely probable that some arrangement for preventing the present inconveniences might be found quite as easy and simple as the expedient adopted in the Common Pleas Division with regard to the business *in Banco*.

EXAMINATION OF MARRIED WOMEN.—The following is the new practice adopted by Vice-Chancellor Hall:—When a married woman is absolutely entitled to proceeds of sale of real estate, whether the sale be under (1) the Settled Estates Act, (2) the Partition Act, (3) the Lands Clauses Consolidation Act, or (4) a decree for sale for payment of debts (there being a surplus), the money may be paid to her on her separate receipt (the husband consenting in each case); but if the sum exceeds £200, such payment will not be made without the married woman being separately examined (the examination being equivalent to a deed acknowledged under the Fines

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and Recoveries Act), or, instead of such examination in the cases (2) and (3), a deed being acknowledged under the Fines and Recoveries Act. But in all the above four cases, if the fund be less than £200, it may, without separate examination or deed acknowledged, be paid to her on her separate receipt, the husband consenting. The practice lately adopted of paying out sums not exceeding £500 to a married woman on her separate receipt is not to be extended to money arising from any of the four above-mentioned cases.

JOINDER OF CLAIM WITH ACTION FOR RECOVERY OF LAND.—The Master of the Rolls stated on Friday, February 4, that he should always allow claims for the recovery of real and personal estate to be joined in one action where the claims arose upon a single instrument.

MOTION FOR JUDGMENT BY DEFAULT OF PLEADING.—An action was set down for hearing before the Master of the Rolls on motion for judgment in default of pleading. It had been put into the short cause paper for Saturday, February 5, without the consent of the defendant, but it was stated on behalf of the plaintiff that that course had been adopted merely in order to obtain the direction of the court as to how such a case was to be heard, as it would be unfair to the plaintiff that he should wait till it came into the paper in regular course. His lordship accordingly fixed an early day for it to be put into the paper.

BUSINESS IN VICE-CHANCELLOR MALINS' COURT.—The order for transfer of causes which we indicated last week as probable has now been published, and it is to be hoped that, although only thirty causes have been transferred to Vice-Chancellor Bacon, the swollen list of the senior Vice-Chancellor will speedily be reduced. On taking his seat on Thursday last the latter Vice-Chancellor announced his desire to postpone some of the heavy causes fixed specially for certain days, in order that some of the other causes now pending might be disposed of. Accordingly, a heavy cause already fixed for Monday next was indefinitely postponed, and now possibly the list may be got on with. On the same day, being motion day, the turn to move did not get beyond the two leaders of the bar, although the court sat as late as 5.15 p.m. His lordship has intimated that he will always on motion days sit, if necessary, until five o'clock.

CASES OF THE WEEK.

NOTICE TO THIRD PARTY—TRUSTEE IN BANKRUPTCY.—A question as to the effect of a notice given by the defendant in an action to a third party, under section 24, subsection 3, of the Judicature Act of 1873, and ord. 16, r. 18, with reference to the general jurisdiction of the Court of Bankruptcy to restrain proceedings, arose before the Court of Appeal yesterday, February 11, in a case of *Ex parte Smith*. On the 5th of November last an action was commenced in the Common Pleas Division by Hopwood against Smith & Co. for damages for breach of contract for sale and delivery of certain goods, and for £212 10s. alleged to be due by the defendant in respect of the goods. The statement of claim showed that the order for the goods had been given to the plaintiff by the firm of Collie & Co. in their own names, and that the goods were delivered to them. Before the time for payment arrived Collie & Co. stopped payment and filed a liquidation petition. The statement of claim alleged that the plaintiff had since discovered that Collie & Co. had been authorized by Smith & Co. to order, and that they did order, the goods either on the joint account of themselves and Smith & Co., or on account of Smith & Co. as undisclosed principals. The goods were in the possession of the trustee of Collie & Co. On the 5th of December Smith & Co. served the trustee with a third-party notice, stating that they claimed to be indemnified by him, on the ground that the contract was entered into by Collie & Co., and that the trustee had the goods, or the proceeds, in his hands. The registrar of the Court of Bankruptcy, acting as Chief Judge, granted an injunction to restrain Smith & Co. from taking or continuing any further proceedings in the action against the trustee under ord. 16. The Court of Appeal held that the injunction ought not to have been granted. The case, they said, was precisely one to which the 16th order was intended to apply. They agreed that, if the whole matter could have been disposed of in the Court of Bankruptcy, it would have been right that this should have been done, but this was impossible, inasmuch as that court had no jurisdiction to try the question as between Hopwood and Smith & Co. It would be most unjust to the defendants that they should have to litigate the real question twice over, first with the plaintiff and then with the trustee, with the certainty of having to pay the costs of one, if not of two proceedings. It was, therefore, right that they should be able, by means of the notice, to bind the trustee by the decision in the action.

EXTENDED TIME FOR DELIVERY OF DEFENCE.—An order under ord. 22, r. 1, giving a defendant further time to deliver his defence, was held by the Master of the Rolls, on Monday, February 7, in a case of *Hodges v. Hodges*, to entitle him to deliver a demurral alone within the extended time. This is noticeable, as demurral is not dealt with in the order which relates to defence, but is the subject of a separate order (ord. 28), and in that order (r. 4) "demurral" and "defence" are contrasted. His lordship said that if, on an application for extension of time, it is intended that the defendant shall have no extended time for demurring alone, it must be so stated in the order.

ALLEGATION OF FRAUD.—The same case illustrated the operation of ord. 19, r. 25. Particular facts practically amounting to a clear charge of fraud were alleged against a defendant, but technically there was, owing to an accidental incompleteness in alleging some facts, a loophole left which enabled him to say fraud was not sufficiently charged against him, and he demurred accordingly. The demurral was allowed, the costs being reserved, and the court intimating an opinion that a defendant would not get his costs of demurring on the ground of a mere accidental deficiency of pleading, when the pleading was practically such as any man of common sense would understand. But the mere statement of fraudulent intention on the part of defendant would, under the order above mentioned, have sufficed without allegation of particular facts from which the intention was to be inferred, and would have prevented the difficulty from arising.

TRANSFER FROM CHANCERY TO PROBATE, &c., DIVISION.—Although not a case of the week it may be desirable to note a case of *Barr v. Barr*, before the Master of the Rolls on Wednesday, January 19, in which Ince, Q.C., moved for the appointment by the Chancery Division of a receiver of personal estate of a deceased testator pending the appointment of an executor by the Probate Division. An action had been commenced in the Chancery Division against certain defendants who had taken possession of some of the assets. The action was for an account against such defendants as executors *de son tort*, and for a receiver. The plaintiff had also commenced an action in the Probate Division to set aside the will. Bogg, for the defendants, contended that the Probate Division had power to grant all the relief that was necessary. He relied on sub-section 7 of section 24, and on section 34, of the Judicature Act, 1873. He asked for an order to transfer the action. Ince, Q.C., in reply, on the words of sub-section 7 of section 24, contended that, as the chief object of the action was for an account, the matters in controversy between the parties were more likely to be "completely and finally determined" in the Chancery Division. On the words of section 34 of the Act, viz., "shall be assigned," he argued that an action for an account in respect of the administration of a deceased person's estate could only be entertained by the Chancery Division. The Master of the Rolls said: I have no doubt I ought to make the order for transfer. There was an action brought in the Probate Division by the same persons as were plaintiffs in this action to set aside a will. The action in the Probate Divi-

sion is one in which it is said I can appoint a receiver under the old jurisdiction of the Court of Chancery. Is it or is it not meant by the Judicature Acts that if any party wants a receiver he ought to go to the branch of the High Court in which the action is pending, and make the application there? It is clear that he ought, not only on the general sections of the Act which provide that contentions as to one and the same matter shall be brought in one and the same court, but there are special clauses which govern the very case. Take sub-section 8 of section 25 of the Act of 1873; that alone would authorize the appointment of a receiver in the pending action in the Probate Division. Again, look at section 24, sub-section 7; the words "cause or matter pending before them" exactly apply to this case, and the next words are "shall have power to grant and shall grant." Therefore the Act prohibits the very thing which is attempted to be done here. I need not go on the general purview of the Acts, because the practitioner is told exactly what he is to do.

PENDING SUIT—DEFAULT IN ANSWERING.—In a recent case of *Woodhouse v. Blakely, Remer* moved the Master of the Rolls for an order to take the till *pro confesso* under the old practice against the defendant Henry Woodhouse, who was beyond the jurisdiction of the court, and for whom an appearance had been entered by the plaintiff under the old practice. An order for substituted service of interrogatories had been obtained and acted upon, and the defendant was in contempt, having failed to put in an answer. The application was supported by the usual affidavit. The Master of the Rolls made the order. [See *Culley v. Buttifant*, 24 W. R. 55.]

ACTION BY ONE CREDITOR FOR ADMINISTRATION OF REAL ESTATE—INDORSEMENT OF WRIT.—The point whether it is necessary for a single creditor seeking administration of real estate to sue on behalf of all the creditors appears to be still in doubt. On the 5th of February, in a case of *Fryer v. Wiseman*, the attention of Hall, V.C., was called to the case of *Worraker v. Fryer*, at the Rolls (*ante*, p. 271, 24 W. R. 269). The Vice-Chancellor intimated that he adhered to the opinion he had expressed in *Cooper v. Blissett* (*ante*, p. 231, 24 W. R. 235) that it was not necessary for the writ to express that the plaintiff sued on behalf of all creditors, the order directing a general inquiry as to debts.

RIGHT TO BEGIN.—In the Common Pleas Division, before Lord Coleridge, C.J., and Denman and Lindley, J.J., on Thursday, February 3, in a case of *Payne and Others v. Clarkson and Others*, a demurrer in the special paper, with which a new trial in the same cause was ordered to be argued, the plaintiff declared on an award, alleging that the defendants had agreed to refer all matters in dispute to an arbitrator, and to be bound by his decision. To this there was, amongst other pleas, an equitable plea, alleging that, before and at the time of making such agreement, it was understood between the parties that the defendants were not to be personally liable, and that it was their foreign principals who were to be bound by the award; but that by mutual mistake an agreement to refer was drawn up in language binding the defendants personally. To this plea the plaintiffs demurred. But before the demurrer came on to be argued, the issues of fact were tried before Lord Coleridge, C.J., at Guildhall, in December last. The jury found a verdict for the plaintiffs. The learned judge stayed execution, and gave the defendants leave to move for judgment, the motion to come on with the demurrer. Accordingly on Thursday, February 3, Cohen, Q.C., and J. C. Mathew appeared for the defendants, to move pursuant to leave reserved, and on another point; Dowdeswell Q.C. and Holdsworth for the plaintiffs, to support the demurrer, and to show cause in the first instance against the motion. As soon as Lord Coleridge had finished reading his notes of the trial, the two Queen's Counsel rose together, each claiming the right to begin. After some discussion Denman, J., said that on the preceding day (Wednesday) a similar point had occurred, but the counsel had settled the matter between themselves. Cohen and Dowdeswell did not appear able to come to any arrangement, but expressed their willingness to leave the matter entirely to the court. Lord Cole-

ridge, after conferring with his brethren, said, "It is undesirable that one divisional court should lay down any rule on such a point, as it is a matter for all the judges to consider and determine, since the practice ought to be the same in all divisional courts. However, we are compelled at once to decide the point or far as this case is concerned. The only test appears to me to ask whose interest it is to disturb the *status quo*. Mr. Dowdeswell has a verdict in his favour; and the plea to which he demurs may, therefore, appear not to be borne out by the facts, even if it were good in law. We think, therefore, that it is convenient for Mr. Cohen to begin, for the *onus* seems to lie upon him." Cohen, Q.C., accordingly proceeded to move for judgment, and to argue against the demurrer.

MOVING FOR NEW TRIAL.—In the Common Pleas Divisional Court on Friday, February 4, Hollings moved for a rule to set aside a nonsuit, and for a new trial. The writ was issued, and the pleadings carried on in the Queen's Bench Division. The action was tried by Brett, J., in the Common Pleas Division, and a doubt was suggested as to which divisional court should be moved. Lord Coleridge, C.J., directed that the motion should be made in the Queen's Bench Division, as the trial by Brett, J., was not equivalent to a transfer of the cause, and the present mode of conducting trials at *Nisi Prius* was only intended to be an extension of the assize practice to sittings in London and Middlesex.

STAY OF EXECUTION ON APPEAL.—In the case of *The Republic of Peru v. Wigand and Others*, before the Common Pleas Division, on Monday, February 7. Jeune applied *ex parte* for a stay of execution under the judgment of the court. He said they had served the other side with notice of appeal, but not of this application. Grove, J., remarked that such an application could not be made *ex parte*. The rule (ord. 58, r. 16) was as follows:—"An appeal shall not operate as a stay of execution or of proceedings under the decision appealed from, except so far as the court appealed from, or any judge thereof, or the Court of Appeal, may so order." This must mean that the appellant was not entitled to a stay of execution as of right, but it was in the discretion of the court to grant it or not as they might think fit. The most obvious reason for not granting it would be that the security offered for costs was insufficient in its quality or amount, and of that the defendant was the best judge. The defendant, therefore, ought to have the opportunity of coming before the court and objecting. If after notice given he did not appear, the court would assume that he was satisfied; if he did appear, the court would be furnished with materials on which to determine whether to stay execution or not, and what terms might be properly imposed upon the appellant if his application should be granted. In this ruling Archibald and Lindley, J.J., concurred. Accordingly it was arranged that Jeune should mention the case again on Thursday, when Brett, J., and the other judges who discharged the rule would be present, and that in the meantime notice of his application should be given to the other side.

APPEAL IN INTERPLEADER.—The case of *Dodd v. Shepherd*, which came before the Exchequer Division on Thursday, February 10, was an appeal from an order made by Mr. Justice Lindley at chambers, in an interpleader summons, under the power given him by the Common Law Procedure Act, 1860, to decide summarily in certain cases. Mr. Justice Lindley, upon hearing the case, in which the amount in dispute was small, decided in favour of the claimant on a point of law. From this decision the execution creditor appealed to the divisional court of the Exchequer Division. When the appeal first came before the court on the 3rd of February, the question arose whether they had jurisdiction to hear the appeal. They thereupon allowed the matter to be referred to Mr. Justice Lindley, who, thinking he had power under the Judicature Acts to do so, gave leave to the parties to appeal, the parties also agreeing to take that course. When the appeal came before the court on Thursday, February 10, the counsel for the appellant was called upon to show that the court had jurisdiction to hear the appeal. After hearing his argument Bramwell, B., said:

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1 feel certain that we have no jurisdiction to hear this appeal, and I think that we ought not to allow such jurisdiction to be given us by the consent of the parties. Before the Judicature Acts were passed we certainly should not have been bound to hear such an appeal. The Common Law Procedure Act, 1860, says that an order of this nature shall be final. Do the Judicature Acts give us jurisdiction? Can section 50 of the Act of 1873, as has been suggested, be said to repeal by implication the provisions of Common Law Procedure Act, 1860. I think not. I read the words of section 50 as giving a general power of appeal, but not as in any way repealing the special enactment of the Common Law Procedure Act, 1860, to the effect that no appeal lies from an interpleader order made by a judge at chambers under the summary jurisdiction given by the Common Law Procedure Act, 1860. Ord. 1, r. 2, enacts that the practice and procedure in interpleader is to remain unchanged, and though a right of appeal may not be practice or procedure it is impossible to suppose that that rule does not incorporate the provisions of the Interpleader Statutes. I therefore think we have no power to hear this application. The other members of the court (Amphlett and Huddleston, B.B.) concurred.

WIT OF SUMMONS TO PARTIES OUT OF THE JURISDICTION IN PROBATE ACTIONS.—In the Probate, &c., Division on Tuesday, February 8, Inderwick, Q.C., moved, in the case of *Beddington v. Beddington*, for leave to serve the defendant out of the jurisdiction. The plaintiffs were propounding a will and codicil in solemn form, the instruments being opposed by a French subject, resident in France, in the interest of his wife, living separate from him in England. The president of the division remarked that under ord. 11, r. 2, there might be either service or notice of the writ out of the jurisdiction, but that, since the party proceeded against was not a British subject, the case would have to be governed by the 19th section of the Common Law Procedure Act, 1852, and he must be served, not with a copy, but with a notice of the writ. The difference between the provisions of that section and the preceding one (which refers to British subjects residing out of the jurisdiction) was occasioned by the desire to avoid any international difficulties which might arise from the service of English process on a foreigner residing in his own country. The case then stood over for fuller proof of the defendant's domicile.

PRIVILEGE FROM DISTRESS FOR THE BENEFIT OF TRADE.

The case of *Lyons v. Elliott* (reported in this week's issue of the WEEKLY REPORTER) deserves careful consideration. With great deference to the very learned judges who decided that case, we venture to think the decision is opposed to principle, and to the current of authority.

The facts of the case were that the owner of some plated goods sent them to an auctioneer to be sold at a sale by auction of furniture advertised to take place on the premises of V. The furniture had been hired by V. from the auctioneer on the terms that if the rent should be in arrear the auctioneer should have power to sell the furniture. The rent had fallen in arrear, and the auctioneer was about to sell the furniture for his own benefit. He placed the plated goods among the furniture, and V.'s landlord seized them as a distress for rent owing by V. The Queen's Bench Division (Blackburn, Lush, and Quain, J.J.) held that they were not exempt from distress. The main ground assigned for this decision was that the auctioneer was not in occupation, for the purposes of his trade, of the premises on which the plated goods were sold. The point we propose to discuss is, how far this doctrine is consistent with principle or authority.

As regards principle, it may be desirable, first of all, to state the ground on which the general exemption from distress for the benefit of trade has been rested. That ground, beyond all question, is this—trade is for the

public advantage and should not be discouraged; there are some trades which consist in dealing with other men's goods; in order to the free exercise of these trades it is essential that the goods so dealt with shall not be liable to be seized as a distress for rent not owing by their owner. This reason will be found laid down in nearly all the cases, from *Rede v. Burley*, in the reign of Elizabeth (C. 596), to *Miles v. Furber*, in 1873 (21 W. R. 262, L. R. 8 Q. B. 77). If this is the ground of the privilege, it would appear that, in order to raise it, two things, and two only, are requisite—first, the exercise of a public trade by the recipient of the goods, and, next, the delivery to him of the goods to be dealt with in the way of his trade. It is believed that all the cases proceed on the application of these tests. But of course, judicial opinion has varied upon the construction to be given to each of them. In early times a public trade seems to have meant a trade which imposed a duty on the trader to receive goods (see Year Book, 22 Ed. 4, 49, cited 1 M. & W. 653; also the argument in *Francis v. Wyatt*, 3 Burr. 1499, 1501); but it has long been settled that it is sufficient if the tenant hold himself out as exercising a trade "generally for the benefit of all persons who choose to avail themselves of it" (see *Brown v. Shevill*, 2 A. & E. 138; judgment of Parke, B., in *Muspratt v. Gregory*, 1 M. & W. 653). Similarly, there has been much fluctuation of judicial opinion as to what is meant by goods being delivered to be dealt with in the way of trade. It seems to be clearly settled that the goods must be delivered for the purpose of having human labour or skill bestowed upon them; but what shall be deemed an application of labour or skill within the rule has been the subject of much diversity of opinion. On the one hand, in *Parsons v. Gingell* (4 C. B. 545), it was held that a horse which had been sent to a livery stable, there to remain during the owner's pleasure, was not within the exemption, inasmuch as the feeding and grooming were only incidental to the principal object, which was the mere stay of the horse in the stable; the court seemed to admit, however (see p. 558), that if the horse had been sent to the stable merely to be cleaned and fed it would have been exempt from distress. On the other hand, the decision in *Swire v. Leach* (13 W. R. 385, 18 C. B. N. 8. 479) shows that goods delivered to a pawnbroker, the main object of whose business is not to bestow any labour or skill upon the goods, but merely to grant loans upon the deposit of goods, are exempt from distress by the pawnbroker's landlord, because some labour and skill are involved in taking care of the goods. The latter view was adopted and affirmed in *Miles v. Furber* (21 W. R. 262, L. R. 8 Q. B. 77), where the privilege was extended to furniture stored with a furniture warehouseman.

We have gone over this ground to show that, conflicting as may appear the decisions on this subject, they are all, in reality, applications of the two tests above suggested in order to ascertain whether the trade is one of those for the benefit of which the exemption was established. Turning now to the particular trade involved in the recent case, it is settled, beyond the possibility of question, that the trade of an auctioneer is a public trade, and that goods deposited with an auctioneer to be sold in the way of his trade are privileged from distress by the owner of premises occupied by the auctioneer for the purpose of sale (*Adams v. Grane*, 1 Cr. & M. 380). But the learned judges, in *Lyons v. Elliott*, as we understand them, say, "True, the goods are privileged from distress by the owner of premises occupied by the auctioneer, but they are not privileged from distress by the owner of premises of which the auctioneer is not in any way in occupation. In *Lyons v. Elliott*, the plated goods when received by the auctioneer at his sale-room were undoubtedly privileged from distress by the landlord of the sale-room; but the auctioneer took them from the sale-room and placed them on premises of a third person, of which the auctioneer was not in occupation; how, then, can you say that the goods were

privileged from a distress made by the landlord, of not the auctioneer, but of the third person?"

We venture to say the answer is twofold--first, on principle, occupation by the auctioneer of the premises on which the goods are deposited to be sold in the way of his trade is not necessary to raise the privilege; and, next, if occupation is necessary, the placing the goods on the premises by the auctioneer for the purpose of sale was a sufficient occupation to support the privilege.

As to the first point, the reason for the exemption is that the trade of auctioneer may be carried on without inconvenience or obstruction. Whence is this inconvenience or obstruction likely to arise? From the reluctance of owners of property to commit it to a custody in which it is liable to be seized as a distress for rent due, *not by them, but by some one else*. This is the evil which the exemption from distress is intended to meet, and was it not the very evil of which the plaintiff in *Lyons v. Elliott* had to complain? The plated goods were delivered by him out of his own possession into that of the auctioneer, to be dealt with by the latter in the accustomed and recognized course of his business. For that it is a usual mode of exercising the trade of an auctioneer to sell goods on premises of which he is not the tenant, is undoubted. Probably, at least half the sales of furniture in this country are held upon premises of which the auctioneer is not the tenant or (in the sense adopted by the Queen's Bench Division) the occupier. In *Adams v. Grane* it was actually urged, as a reason for holding that the sale was not made in pursuance of the trade of auctioneer, that it was made on premises of which he, and not the owner of the goods, was tenant. It was said (see p. 386) that "it was not usual for auctioneers to sell on their own premises; that it was the business of an auctioneer to go to the premises of his employer and to sell the goods upon those premises." We believe we are correct in saying that it is also a very usual practice for auctioneers to receive the goods of one person for the purpose of being included in a sale of the goods of another person, to be held on the premises of that other person. But whether this is so or not, we put the matter thus:—Was the auctioneer, in depositing for sale by auction the plated goods of the plaintiff—those goods having been delivered to him to be dealt with in the way of his trade, and removed from the possession of the owner—exercising his trade of auctioneer? If he was, we say the principle of the exemption applies, and it was entirely immaterial where the goods were deposited, or on what premises the sale was to be held. It will be observed that the difficulty which seems to have pressed the court in the recent case does not here arise. One, at least, of the learned judges seems to have thought that to follow out this principle with reference to the plated goods would involve the absurdity that a tenant, by merely calling in an auctioneer and advertising a sale, might deprive his landlord of his distress. But the distinction is clear. A tenant who merely calls in an auctioneer and remains in possession of his goods on his own premises cannot in any sense be said to be within the evil intended to be remedied, which is the sale of one man's goods to pay the debt of another man. The furniture in the recent case was clearly not within the principle of exemption; the plated goods most certainly were.

But we are quite willing to adopt the alternative contention suggested above, and to show that, even on the rule laid down by the Queen's Bench Division—viz., that occupation by the auctioneer of the premises in which the goods are deposited for sale is requisite—the goods of the plaintiff in *Lyons v. Elliott* should have been held to be exempt from distress. We will very briefly state the doctrines which appear to be established by previous cases on this subject.

It is clearly settled that a mere temporary occupation by the auctioneer of the place used for the deposit of goods which he intends to sell by auction is sufficient to exempt the goods from distress by the owner of the premises. In *Adams v. Grane* (1 Cr. & M. 380), the auctioneer

took the sale-room from the lessee for a week only; yet the goods deposited there were held to be privileged from distress by the lessor (see also, as to factors, *Thompson v. Mashiter*, 1 Bing. 283). And in *Brown v. Arundell* (10 C. B. 54), the auctioneer placed goods for the purpose of sale in premises he had never occupied before; the landlord of the premises distrained them as soon as he knew they were there; the goods, nevertheless, were held to be exempt from distress. And it would seem that even lawful possession by the auctioneer of the premises he occupies for the purpose of receiving and selling goods is not essential to exempt the goods from distress by the landlord for rent due from the tenant of the premises. In *Brown v. Arundell*, the auctioneer, having obtained the key of an empty inn from a person not authorized to give possession, placed goods in the inn for the purpose of selling them by auction. The goods were held to be privileged from distress.

Now, with all deference, we would ask whether the auctioneer in *Lyons v. Elliott*, having by the leave of the tenant placed the plated goods on the premises for the purpose of selling them in the way of his trade, was not quite as much of an occupier as the auctioneer in *Brown v. Arundell*, who was a trespasser; or as the auctioneer in *Williams v. Holmes* (1 W. R. 391, 8 Ex. 861), who had obtained leave from the owner of a yard to occupy it for the purposes of his trade and to sell certain materials belonging to the tenant; or even as the auctioneer in *Adams v. Grane*, who hired rooms in another person's house for the purpose of conducting the sale in it? We think there can only be one answer to the question.

But the judges in the recent case rest their judgments very much upon the case of *Crosier v. Tomkinson*, decided in 1759 (2 Lord Kenyon, 439). In that case, as the facts are given by Lord Kenyon, an innkeeper put a horse, which had been brought to his inn, into a stable some distance from the inn, the use of which had been granted to him by the tenant. The landlord of the stable distrained the horse, and it was held by the court that "the privilege of inns did not extend to the stable." Even as thus stated, the case appears to be capable of being easily explained and distinguished. In the first place, it is not an ordinary or recognized mode of exercising the trade of an innkeeper to place goods or horses on premises in the occupation of other persons. It is an ordinary and recognized mode of exercising the business of an auctioneer to sell furniture in houses in the occupation of other persons. In the next place, at the time the decision in *Crosier v. Tomkinson* was given, and for long afterwards, as we have before stated, it was supposed that the privilege from distress for the benefit of trade was restricted to a few trades, and was the correlative of the obligation imposed on certain traders to receive goods. Now an innkeeper is not bound to receive more goods or horses than his inn will hold; hence it may well have been thought that the privilege from distress extended only to such goods or horses as he could accommodate within his inn.

But the account of the case in Lord Kenyon's reports is extremely meagre, and that in Barnes (p. 472) is comprised in six lines. A very little investigation will show that these reporters have omitted a most important fact. Upon reference to the argument in *Francis v. Wyatt* (3 Burr. at p. 1500) it will be found that the stable was really "let to the innkeeper" at a rent of one guinea; so that the innkeeper was, in point of fact, the under-tenant and occupier of the stable. Now if the cases of *Adams v. Grane*, *Thompson v. Mashiter*, and *Brown v. Arundell* are good law (and they have never been questioned), the horse would undoubtedly under these circumstances have been privileged from distress; nay, the very *ratio decidendi* of the recent case admits that if the auctioneer had been the occupier of the premises on which the plated goods were deposited for sale they would have been privileged; hence we must conclude that the remark of Blackburn, J., that *Crosier v. Tomkinson* is good law, was made in ignorance of the real facts of that case. When ex-

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amined it is not the smallest authority for the decision in *Lyons v. Elliott*. We make bold to say that no other authority is to be found for a decision which introduces confusion into the law of exemption from distress for the benefit of trade, and reverses the policy announced by the Court of Queen's Bench only three years ago, that "the law that one man's goods may be taken to pay another's debts should not be extended" (*Miles v. Furber*, 21 W. R. 282, L. R. 8 Q. B. 77).

Recent Decisions.

ABDUCTION.

(*Reg. v. Prince*, C.C.R., 24 W. R. 76.)

This important judgment suggests doubts as well as solved them. The point before the court was whether the offence of "unlawfully taking an unmarried girl being under the age of sixteen out of the possession and against the will of her father," &c. (24 & 25 Vict. c. 100, s. 55), could be committed by one who *bond fide* believed on reasonable grounds, that the girl he abducted was over that age. Brett, J., the single dissenting judge, held that he could not, on the ground that, if the facts had been as the prisoner supposed, no offence or wrongful act would have been committed by him, that is, no act by which he would have incurred either civil or criminal liability; that as a general rule, from which there was nothing to except the present case, and which, indeed, the use of the word "unlawfully" showed to be applicable, the *mens rea* was necessary to constitute the criminal offence; and that, therefore, the prisoner, not having a guilty mind, could not be convicted. And he supported his opinion by reference to the cases in which it had been held that no offence had been committed when the prisoner did not know that the girl abducted was in her father's possession. He admitted, however, that one who acted recklessly, and without caring to consider what the girl's age really was, would, as he expressed it, "take the risk" of the facts being such as to bring him within the statute. In this way he escaped the difficulty of saying that under section 50 a prisoner must be acquitted if he thought the girl abused to be over ten though under twelve; but he did not escape the difficulty that under section 51 a prisoner must be acquitted if he reasonably supposed the girl to be over twelve, because in that case, on the state of facts supposed to exist, no offence would be committed.

The other fifteen judges, on the contrary, held that the taking of a girl under sixteen out of the custody of her father, &c., was made by the statute an unlawful act, and that the person doing so took upon himself in any case the risk of her being under sixteen. Referring to sections 50 and 51, they expressly assert that the crime is committed by the act being done, altogether irrespective of the prisoner's knowledge of the age of the child, "the intention of the Legislature being to punish those who had connection with young girls, though with their consent, unless the girl was, in fact, old enough to give a valid consent"; a proposition which few will be disposed to deny, the only error in this respect being that the statute puts the age too low. Yet in each of these sections the word "unlawfully" is also used, though strictly the unlawfulness consists only in the prohibition contained in the section itself. Partly guided by the analogy of these sections, and partly by the language of the old statute of 4 & 5 Philip & Mary, c. 8, from which the section in question was derived, and which (they say) "recognizes a legal right in the parent to the possession of the child, depending on the real age of the child, and not on what appears," the learned judges came to the conclusion that the knowledge or belief of the prisoner was immaterial. This, however, raises the doubt to which we referred above. The offence is only committed, the act only becomes unlaw-

ful, if two circumstances concur—the child must be in the possession of the father, and must be under sixteen. If, then, the knowledge of one of these circumstances is immaterial, why is the knowledge of the other material? May it not be said, as with respect to sections 50 and 51, that the taking possession of a girl by those who are not her proper guardians is intended by the Legislature to be prohibited, unless there is some "valid excuse or justification," and that one who does so takes the risk both of the age and of the fact of possession? This seems to be the logic of the judgment, and to be good sense and reason; and it is impossible not to regard the decision as throwing a doubt on such cases as *Reg. v. Hibbert* (17 W. R. 384, L. R. 1 C. C. R. 184) and *Reg. v. Green* (3 F. & F. 274), where the prisoners escaped entirely because they were not shown to know that the girl abducted was in the possession of her father, and where it can hardly be disguised that there was a failure of justice, or, at least, a failure to carry out the intention of the Legislature.

The judgment we have referred to is that of Blackburn, J., in which nine other judges concurred. The judgment of Bramwell, B., in which four other judges concurred, and which was also assented to by three of the judges who had concurred with Blackburn, J., puts the matter in a somewhat different way. It lays down that to take a girl out of the custody of her natural guardians is an act which, when done without valid excuse or justification, is morally and intrinsically wrong, and that it was the intention of the Legislature to put its criminality, by reason of the girl being under sixteen, at the risk of the person doing it. By thus limiting the moral or intrinsic wrongness to the case where there is a taking out of possession, the cases referred to above as questionable are saved. But is not the taking *into* possession itself, unless there be some lawful excuse, an act morally and intrinsically wrong? Is it not palpably so under such circumstances as in *Reg. v. Hibbert* and *Reg. v. Green*? And in point of fact, is it not under any ordinary circumstances, where possession by the parent does *really* exist, a hazardous and doubtful act, seldom capable of justification, and in any case requiring to be justified? It appears to us that it might properly be so held. Although the judgment of Bramwell, B., is more favourable than that of Blackburn, J., to the decision in *Reg. v. Hibbert* and *Reg. v. Green*, it cannot be relied on as rendering them any considerable support, and we should be glad to see those cases reviewed under the light of the decision in *Reg. v. Prince*.

Reviews.

LAW OF THE STOCK EXCHANGE.

THE LAWS RELATING TO ENGLISH AND FOREIGN FUNDS, SHARES, AND SECURITIES; THE STOCK EXCHANGE: ITS USAGES AND THE RIGHTS OF VENDORS AND PURCHASERS &c. &c. By WILLIAM ROYLE, Solicitor. Effingham Wilson.

We have delayed too long our notice of this useful little book. Mr. Royle writes both for the general public and the legal profession; and he not only states the law, but gives much information as to various classes of securities. As to the accuracy of this we cannot pretend to give an opinion; but as to the law, we may say that, so far as we have tested it, and, having regard to the object of the book, we have found it accurate, clearly expressed, and well arranged. The recent authorities for which we have looked we have found duly noticed, and Mr. Royle's selection from the older cases appears to be judicious. The book, as a whole, seems to us likely to be useful to lawyer and layman; but we may suggest that its utility to the lawyer could be increased by the addition of a table of cases.

General Correspondence.

MORTGAGEES AND FIRE INSURANCES.

[To the Editor of the *Solicitors' Journal*.]

Sir.—In reply to the letter of Mr. Bunyon, in your issue of the 29th ult., I would observe that the simplicity he refers to lies on his own side when he supposes that I expected that my client would receive the £400, and the second mortgagee a similar amount, and I would ask him to point out one word in my letter which would warrant such a conclusion. The object of my letter was to show that the security of the first mortgagee had, by the recent alteration of the conditions in fire policies, been seriously endangered, and I submit that Mr. Bunyon in his letter has not disproved this, and that if the profession does not insist upon having the condition referred to reformed, they may some day find that the interest of their clients has been materially affected. Before the alteration referred to it is quite clear that a first mortgagee, under any circumstances, had only to deal with his own office (an office which, perhaps, he had selected for its respectability and responsibility), and had a right to compel them to indemnify him to the extent of his insurance; but this is not so now. In the case of the altered condition, and in the case of the property being insured by a second mortgagee or any other person, although in no way connected with the first mortgagee, the latter is compelled to seek his indemnity for a portion of his claim from an alien or strange, and it may be an insolvent or litigious, office. But this is not all; if the alien office has settled with the second mortgagee or third party before the first mortgagee has given the notice required by the statute, the first mortgagee loses his claim altogether except as to the proportion payable by his own office, and which in my case was not one-half. Under these circumstances can Mr. Bunyon say that the security of first mortgagees has not been seriously endangered when the claim under their policies may be defeated in the way I have mentioned? In the case of *Simpson v. The Scottish Union Fire and Life Office*, which Mr. Bunyon quotes, the insurance office set up and succeeded in the defence that the proper notice had not been given before they settled with their policy-holders. Mr. Bunyon seems to think the contingency of the first mortgagee not hearing of the second policy in time to give notice very unlikely, and he may be surprised to learn that, in my case, I did not hear of the second policy until the day the cheque was tendered to me—some three months after the fire.

The first mortgagee has the primary interest in the property, and to the extent of his insurance had formerly, and should still have, a complete indemnity from his own office. It is most unfair that the offices should attempt to throw the responsibility upon their policy-holders seeking indemnity from other offices, and I am quite sure that when the altered condition is fully considered solicitors and their clients will not submit to it.

I know it is said that, without the alteration, there may be cases where the claim may be paid twice (not by the same office, but) by different offices, but such cases are rare, and if it were so there is less hardship in that (seeing that each office has been receiving separate premiums) than in an innocent party suffering. But even in these cases, I expect the insurance offices could protect themselves without sacrificing the first mortgagee.

There are a few offices which have not altered the condition referred to, and I cannot but think that it was a most unfair proceeding on the part of the insurance offices in not notifying to their agents and policyholders the alteration referred to. Take the case of a solicitor acting for and managing the investments of clients, and who had to look to the fire insurance, and, in consequence of the altered condition, his clients suffered a loss—is it clear that he might not have been made responsible for the loss?

In conclusion, I may add that one of the offices for which I hold an agency, on having the effect of the alteration pointed out to them, saw that the interest of mortgagees might be affected, and at once gave me a letter to the effect that my clients (mortgagees) should not suffer by the alteration until they had devised some plan to reform the conditions of their policies. *Lax.*

THE OFFICIAL REFEREES.

[To the Editor of the *Solicitors' Journal*.]

Sir.—I have had my pen in my hand once or twice intending to write to you on the subject of the appointment of the official referees which you have been urging for some time past. Two things stayed me: first, the Act says they are to be appointed, and so I concluded they would be whatever was said against it; secondly, I felt a sort of cynical pleasure in looking forward to the time when the announcement should be made of those who were to fill the offices. To be thoroughly useful they ought to be the pick of the bar, and the only way to secure such men would be by making the salary £3,000 a year and the position a possible step to a judgeship. Had this been done the appointments might have been limited to two, to begin with at all events, and the most competent men at the bar would have been willing to accept an office at once dignified and fairly lucrative.

It is quite beyond hope that the very respectable old gentlemen and the very inexperienced young ones who have been appointed can possibly satisfy the requirements of suitors, and I anticipate for them a very easy time, and for other members of the bar a very great loss of the emoluments gained by some at least of them by sitting as arbitrators.

It would be interesting and perhaps instructive to inquire by what rules for many years past Chancellors have been guided in filling up minor judicial offices, and who are the persons who have supported the successful applicants? On the other hand, it may be said that the appointments are governed neither by rules nor sense of responsibility, and I fear that any one adopting this view would find in the last ten years very many examples in support of it, not least of all three of the four appointments on which I have been commenting.

NOT A CANDIDATE.

[If our correspondent refers to p. 71, *ante*, he will find that we have always urged that to make the scheme a success, the salaries of the official referees should not be less than £2,500, with the prospect of promotion.—*Ed. S. J.*]

Mr. Hubbard gave notice on Tuesday last of his intention on Tuesday, the 15th of February, to move for leave to bring in a Bill to explain the law relating to crossed cheques on bankers.

The Right Hon. the Master of the Rolls has consented to preside at the next anniversary dinner of the United Law Clerks' Society, which (by permission of the benchers) will be held in the hall of the Middle Temple.

On Tuesday last, in a case of *The Owners of The Dunkeld*, before the Court of Appeal, it appeared that the case turned on a question of navigation, and Lord Justice Mellish said it would be fitting that the court should have the assistance of nautical assessors, as the court below had. Sir R. Baggallay pointed out that it was expressly provided by the Judicature Act that the court might have the advantage of such assistance. The counsel on both sides assented, and the case was adjourned for that purpose.

The benchers of the Middle Temple have resolved, in accordance with the recommendation of the joint committee of the four Inns of Court, that the ensuing Easter Term of the society shall commence on the 26th of April, and continue for twenty-eight days inclusive—that is, until the 22nd of May; and that the ensuing Trinity Term shall commence on the 13th of June, and continue for twenty-one days inclusive—that is, until the 3rd of July. These terms have respectively been substituted for those heretofore appointed for the purpose of keeping terms and otherwise. Michaelmas and Hilary Terms of the society will continue to be held as heretofore.

Order of master affirmed. Costs of this application to be plaintiff's costs in any event.

Feb. 2.—*Hawley v. Reade*,
Interrogatories—Ord. 31, r. 1.

This was an action on a bill of exchange, and the defendant had obtained leave to appear. The defence set up was that the plaintiff was suing for the benefit of the drawer as his nominee, and that there had been a total failure of consideration. The defendant now applied for leave to deliver interrogatories before his statement of defence; the interrogatories went to prove the above defence. The defendant desired to obtain the information at this stage, as it would enable him to see whether the failure of consideration would be a defence to this action.

ARCHIBALD, J.—I think this is a case for allowing interrogatories before the statement of defence. To do so may save expense. If the plaintiff is a holder for value without notice no statement of defence will be put in.

Order that the defendant be at liberty to deliver the interrogatories, and to have further time to deliver his statement of defence until the interrogatories are answered.

Feb. 2.—*Mercantile Mutual Insurance Company v. Shoesmith*.

Discovery—Ord. 31, r. 12.

In this case an application was made for discovery by the defendant. The statement of defence had not been delivered.

ARCHIBALD, J.—I think in all these cases parties may be put to very great expense unnecessarily. The object I have in view is to keep down the costs, which would become enormous now if no check was to be put upon these applications. When the statement of defence is delivered, unless that shows that discovery cannot possibly be wanted, it will be allowed as a matter of course.

Adjudged till after statement of defence.

Feb. 2.—*Plum v. Normont n Iron and Steam Company (Limited)*.

Discovery—Ord. 31, r. 12.

In this case an application for discovery by the defendant before delivery of the statement of defence was adjourned as above.

ARCHIBALD, J., stating that these unnecessary applications would soon be dismissed with costs.

Feb. 2.—*Lushanan v. Taylor*.

Interrogatories—Ord. 31, r. 5.

This was an action for libel, and the plaintiff now applied to strike out interrogatories that had been administered by the defendant. The gist of the alleged libel was that the plaintiff had written anonymous criticisms disparaging the works of other writers of reputation, and praising his own writings. The defence was Not Guilty, and justification as fair literary criticism.

MacClymont, for plaintiff.—The defendant attempts to fill up a general plea of justification by interrogatories. He cannot do that. A plea of justification must state particulars of every act of misconduct that the defendant has charged the plaintiff with: *Gourly v. Plimsoll*, 21 W. R. 683, L. R. 8 C. P. 560. The defendant is the proprietor of the periodical in which the libel appeared.

R. Williams, for defendant.—The plaintiff wrote an article called "The Fleshly School of Poetry," in which he severely criticised the writings of Swinburne, Rossetti, Morris, and others, and spoke favourably of his own works, under the pseudonym of "Thomas Maitland." He has written us a letter saying that it was owing to a misadventure that the article was signed under the name of "Maitland." During the controversy he wrote a letter to the *Athenaeum*, in which he admitted having written under pseudonyms.

ARCHIBALD, J.—The defendant first saw that the plaintiff

published certain articles, and then seeks to interrogate him as to what articles he has written. That the plaintiff wrote under an assumed name will not justify the defendant in charging him with writing anything that he has not written. The defendant must know that the plaintiff has

written the articles upon which he seeks to justify, and not have to interrogate him to discover it. That is fishing for a defence. The defendant might ask, Did you not in certain papers write such and such articles? but not, What articles did you write? Nor can the defendant ask under what circumstances the "Fleshy School of Poetry" was published with the signature of Thomas Maitland, and as to what was the nature of the misadventure mentioned in the plaintiff's letter, by which the signature of T. Maitland came to be affixed to it. He is only entitled to put particular circumstances to the plaintiff, and to ask him whether it was under those circumstances.

Order to strike out three of the interrogatories.

Feb. 2.—*Grant and Another v. The Banque Francaise Egyptienne*.

Stay of further proceedings—Ord. 58, r. 16.

In this action a demurrer had been argued, and decided against the defendants, and the plaintiffs were going on to try the issues of facts, and to tax the costs of the demurrer.

Foard, for defendants, now applied for a stay of proceedings, pending an appeal.—The demurrer raises the question whether, the defendant being a corporation, the Lord Mayor's Court has jurisdiction. The plaintiffs have declared in prohibition. In consequence of the question having been virtually decided by your lordship's court we were unable to argue it. The effect of the judgment is that the attachment which the defendants had obtained still exists, but that the writ of prohibition issues, which prevents their acting upon it. £25,000 was in the hands of Grant, and we took the usual proceedings in the Mayor's Court, which operated as a *distringas*. We are informed that Grant has since parted with this money. We submitted to a judgment on the demurrer simply for the purpose of an appeal.

Anderson, for plaintiffs.—We deny that Grant has parted with this money. We have got judgment on demurrer, and under ord. 58, r. 16, an appeal is no stay unless otherwise ordered; and they have not given us notice under rule 2. We are entitled to have security for the costs of the prohibition up to this time, which will amount to nearly £2,000.

ARCHIBALD, J.—The rule formerly was that there could not be more than one judgment in an action; there could not be separate judgments on issues of fact and issues of law. But under the Judicature Acts that, no doubt, is altered. It is not now, as it was formerly, considered of great importance to have only one taxation of costs. I shall make the order to stay till after the judgment of the Court of Appeal; and you can apply to the Court of Appeal if you have any ground for asking for security.

Order, all further proceedings therein to be stayed till after the judgment in the Court of Appeal. Costs in the cause.

Feb. 2.—*Wilks and Others v. Parker*.

Demurrer—Ord. 28, r. 2.

In this case the defendant had demurred to the plaintiff's statement of claim, and Master Johnson had refused to strike out the demurrer as frivolous. The plaintiff now appealed. The action was for breach of an agreement to pay deposit money.

Cooper, for plaintiff.—The case of *Pordage v. Cole*, 1 W. R. 548, shows clearly that this demurrer is bad. Moreover, under the Judicature Act, this may be treated as a claim for specific performance. Or the money I ask for as due under the agreement may stand as the amount of damages I claim for the breach.

Hall, for defendant.—By the agreement, £2,000, being part of the purchase-money on the sale of an estate, was to be paid by a certain date, and the time of conveyance was fixed at a certain date. The plaintiff is entitled to damages for the breach of the agreement to pay the deposit money; but the statement of claim asks for £2,000 deposit.

He could only claim that in an action for specific performance.

nuce.

ARCHIBALD, J.—The real point is, Is this money due to the plaintiff as a debt? If it is not the demurrer is good; it is certainly not frivolous.

Appeal dismissed with costs; the plaintiff to have liberty to amend the statement of claim.

Feb. 3.—*Cadogan Advance Company (Limited) v. Shepherd.*

Amendment of statement of defence—Ord. 27, r. 1.

This was an action on a promissory note for £90, given in 1871, and renewed from time to time. The 3rd paragraph of the defendant's statement of defence claimed, by way of counter-claim and set-off, payment of £190 in respect of a scrip held by defendant in the plaintiff company. The master had refused to strike this out on the ground that it was a good counter-claim; and, if not good, then matter for demurrer. The defendant was the principal shareholder in the plaintiff company, which was now being wound up voluntarily.

Cooper Wyld, for defendant.

ARCHIBALD, J.—The holder of scrip may be entitled to shares, but not to money. The defendant must set out enough to show that he has a claim for money against the plaintiffs—shares are not money.

Order paragraph 3 to be amended or excluded. Costs to be costs in the cause.

Feb. 3.—*Davies and Another v. Thornton and Others.*

Notice to third party—Ord. 16, rr. 17, 18, 19.

This was an action by builders for work done under a contract to build a church. The defendants now desired to serve a third party with notice that they claimed indemnity from him. The nature of the claim for indemnity was that Mr. Barry, the architect, had ordered costly extras, and had no authority to order them, and must, therefore, indemnify the defendants. It was stated that the question would be whether these extras were a reasonable outcome of the contract.

Order made for leave to serve notice on C. Barry.

Feb. 3.—*Padwick v. Scott.*

Transfer of action—Judicature Act, 1873, s. 24, sub-section 2; s. 34.

This was an application to transfer an action on a deed to the Chancery Division of the court. The defence was that the deed was in equity void, and should be set aside on the ground of undue influence.

Chitty, for plaintiff, referred to Judicature Act, 1873, s. 24, sub-section 2.

G. Shaw, for defendant, referred to section 34 of the Act of 1873.

ARCHIBALD, J.—This case is assigned to the Chancery Division, as it relates to the rectification, setting aside, or cancellation of a deed.

Order to transfer to Chancery Division (Hall, V.C.).

Feb. 4.—*Woolston and Another v. Baines.*

Signing judgment on specially-indorsed writ—Ord. 14, r. 1.

This was an action for money paid at the request of the defendant for differences on the Stock Exchange. Master Hodgeson had refused to make an order to sign judgment, on the ground that there was an arrangement to carry over the account between the parties. The plaintiffs relied on an admission by the defendant that the money was due.

ARCHIBALD, J.—How can the agreement between the parties to carry over the account be an answer to this action? It is a mere matter of arrangement, a promise to postpone, for which the defendant cannot suggest any consideration.

Order to sign judgment. Decision of master reversed.

Monday, Jan. 31.—**COMPULSORY REFERENCES**—JUDICATURE ACT, 1873, s. 57—**COMMON LAW PROCEDURE ACT**, 1854, s. 3.—Section 57 of the Act of 1873 is now practically inoperative as regards compulsory references, no official referee having yet been appointed, and special referees being only chosen by agreement between the parties; but the compulsory reference under section 3 of the Common Law Procedure Act, 1854, is still in force, and therefore matters of account may be referred without consent. *Per* ARCHIBALD, J.

Tuesday, Feb. 1.—**WHEN EQUITY AND THE COMMON LAW CONFLICT, EQUITY TO PREVAIL**—JUDICATURE ACT, 1873, s. 25, sub-section 11.—On a sheriff's interpleader summons, the claimant producing a bill of sale purporting to pass after-acquired property, it was held (following the decision of Lush, J., *ante*, p. 57, fourth in the 2nd col.) that the

principle of the common law, that such an instrument was void, as a transfer of property acquired since its execution, was now abrogated, and that the sheriff seized subject to the equities,

ARCHIBALD, J., observing that he need not express any opinion as to whether such a state of the law tended to encourage fraud.

SIGNING JUDGMENT ON SPECIALLY-INDORSED WRIT—Ord. 14, r. 1.—This was an appeal from the district registrar of Swansea, who had refused to set aside an order giving defendant leave to appear. The action was on a bill of exchange, and the defendant had obtained leave to appear under the Bills of Exchange Act. The plaintiff's affidavit stated that the consideration for the bill was the withdrawal of an execution against a third party. Defendant's affidavit denied the consideration.

Butterworth, for plaintiff.*Anst-e*, for defendant.

ARCHIBALD, J.—I think there is too much contradiction and doubt about this matter to allow the plaintiff to sign judgment.

No order. Costs to be defendant's in any event.

Courts.

ROLLS CHAMBERS.

(Before the MASTER OF THE ROLLS.)

Feb. 4.—*Delasaux v. Barling.*

Judicature Acts—Husband and wife—Claim against separate estate—Special indorsement—Judgment by default of appearance.

This was an action brought against husband and wife to recover principal and interest due to plaintiff as indorsee of their joint and several promissory note, and the plaintiff claimed to recover the amount due on the note, and also asked for a declaration that the wife's separate estate was liable to make good the amount due. The writ was specially indorsed under ord. 3, r. 6. Neither defendant appeared, and the usual affidavit of service had been filed, and certificate of non-appearance granted. The plaintiff applied to sign final judgment against the husband only, but the registrar declined to sign the judgment on three grounds: (1) The indorsement of the writ did not distinguish the amounts claimed for principal and interest (see ord. 3, r. 6; appendix A, part 2, section 7, form 4); (2) The claim was not one merely for a liquidated demand in money, (ord. 3, r. 6) because it sought for a declaration to charge the wife's estate; (3) Neither defendant having appeared, judgment could not be signed against one only (ord. 13, r. 4).

Doye (solicitor), for the plaintiff, now applied for a direction to the registrar to sign the judgment, and submitted, as to (1), that the forms were merely directory and not compulsory, and that the plaintiff's claim was sufficiently disclosed in the writ; as to (2), that the cause of action being joint and several, this action must be treated as a separate action against the husband as well as a separate action against husband and wife in respect of the latter's property, and that for the present purpose it was against the husband alone, and judgment (*quid debet* due from the husband) could be signed; as to (3), in all causes assigned to the Chancery Division a defendant who, being duly served with a writ, fails to appear, is to be treated as having appeared (ord. 13, r. 9). Therefore the defendants, so far as the action against the wife's property was concerned, must be treated as having appeared.

JESSEL, M.R., said that ord. 3, r. 6, did not require any special particulars to be indorsed in order to permit of judgment being signed for a liquidated demand in money, but the particulars should be sufficiently specific to inform the defendant of the claim against him, as required by ord. 3, r. 7. As to the claim in this case being for something more than a "merely liquidated demand in money," he considered the plaintiff's writ as embracing two distinct claims, one being simply a money demand against the husband. And with regard to the point of neither defendant having appeared, he thought a plaintiff was entitled to sign judgment in any case against any one or more defendants whether the others had appeared or not.

Order that final judgment be signed against the husband.

Legislation of the Week.

Feb. 8.—THE QUEEN'S SPEECH.

The Queen's Speech was read by the Lord Chancellor. The portions relating to the legislation of the session were as follows:—"At the time that the direct government of my Indian Empire was transferred to the Crown no formal addition was made to the style and titles of the Sovereign. I have deemed the present a fitting opportunity for supplying this omission, and a Bill upon the subject will be presented to you.

"A Bill will be laid before you for punishing slave traders who are subjects of native Indian Princes.

"Bills for regulating the ultimate tribunal of appeal for the United Kingdom, and for the amendment of the Merchant Shipping Laws, will be immediately submitted to you.

"Legislation will be proposed relating to the Universities and to Primary Education.

"Your attention will be called also to the Acts relating to the Inclosure of Commons, and to a measure for promoting economy and efficiency in the Management of Prisons, and at the same time effecting a relief of local burdens."

HOUSE OF COMMONS.

Feb. 9.—REGISTRATION OF VOTERS (IRELAND).

Mr. HENRY brought in a Bill to amend the law with reference to registration of parliamentary voters in Ireland.

LICENSING BOARDS.

Mr. COWAN brought in a Bill to provide for the election of boards for granting licences for the sale of intoxicating drinks.

IRISH MUNICIPAL CORPORATIONS.

Major O'GORMAN brought in a Bill to amend the law relating to the municipal franchise in Ireland.

Mr. MAURICE BROOKS brought in a Bill to extend to the municipal corporations of Ireland the same privileges as are enjoyed by the municipal corporations of England.

COUNTY BOARDS (IRELAND).

Captain NOLAN brought in a Bill for the establishment of county boards in Ireland.

FISHERIES (IRELAND).

Dr. WARD brought in a Bill for the regulation and encouragement of the coast and deep sea fisheries in Ireland.

LAND TENURE (IRELAND).

Mr. BUTT brought in a Bill to amend the law with reference to the tenure of land in Ireland.

INCREASE OF EPISCOPATE.

Mr. BERESFORD HOPE brought in a Bill for the increase of the Episcopate.

WASTE LANDS (IRELAND).

Mr. PARNELL brought in a Bill for the reclamation of waste lands in Ireland.

TRAINING SHIPS.

Captain PIM brought in a Bill for the provision, regulation, and maintenance of county training schools and training ships.

ELEMENTARY EDUCATION ACT, 1870.

Mr. DIXON brought in a Bill to amend the Elementary Education Act, 1870, by making compulsory in England and Wales the attendance of children at school and the formation of School Boards.—Mr. HEYGATE brought in a Bill to amend the Elementary Education Act, 1870, in respect of the period which must elapse between the rejection and the renewal of a resolution for application for a School Board.

EMPLOYERS' LIABILITY FOR INJURY.

Mr. MACDONALD brought in a Bill to amend the law re-

lating to the liability of employers for injuries negligently caused to persons in their employment.

BOROUGH FRANCHISE (IRELAND).

Mr. BIGGAR brought in a Bill to assimilate the borough franchise of Ireland to that of England.

LIABILITY OF BARRISTERS.

Mr. NORWOOD brought in a Bill to enable barristers-at-law and advocates to recover their fees and to render them liable at law to persons employing them.

PERMISSIVE BILL.

Sir WILFRID LAWSON brought in a Bill to enable owners and occupiers of property in certain districts to prevent the common sale of intoxicating liquors within such districts.

WOMEN'S DISABILITIES REMOVAL.

Mr. FORSYTH brought in a Bill to remove the electoral disabilities of women.

ANCIENT MONUMENTS.

Sir J. LUBBOCK brought in a Bill to provide for the protection of ancient monuments.

GRAND JURY PRESENTMENTS, &c. (IRELAND).

Mr. RONAYNE brought in a Bill to provide for the better administration of public moneys now levied by grand jury presentment in Ireland, and for the establishment of representative councils in the Irish counties for the management of local affairs.

EMPLOYERS AND WORKMEN ACT (1875) EXTENSION.

Mr. BURT brought in a Bill to extend the provisions of the Employers and Workmen Act of last session to seamen while they are in British waters.

CONVENTUAL INSTITUTIONS.

Mr. NEWDEAWE brought in a Bill for inquiry as to "monastic and conventual" institutions in Great Britain.

SEA INSURANCE POLICIES.

Mr. SERJEANT SIMON brought in a Bill to amend the law relating to the stamping of policies of sea insurances.

METROPOLIS GAS COMPANIES.

Sir JAMES HOGG brought in a Bill to amend the Metropolis Gas Act, 1860; to make further provision for regulating the supply of gas within the limits of the said Act; and for other purposes relating thereto.

HOUSE OCCUPIERS' DISQUALIFICATION.

Sir HENRY WOLFF brought in a Bill to relieve certain occupiers of dwelling-houses from being disqualified from the right of voting in the election of members to serve in Parliament by reason of their under-letting such dwelling-houses for short terms.

MUNICIPAL OFFICERS' SUPERANNUATION.

Mr. RATHBONE brought in a Bill to enable municipal corporations in England and Wales to grant superannuation allowances to their officers.

DIVINE WORSHIP.

Mr. WILBRAHAM EGERTON brought in a Bill to provide additional facilities for the performance of Divine worship according to the rites and ceremonies of the Church of England.

INTESTATES' PROPERTY.

Mr. POTTER brought in a Bill for the purpose of assimilating the laws affecting real and personal property in cases of intestacy.

ORPHAN AND DESERTED CHILDREN.

Mr. O'SHAUGHNESSY brought in a Bill to extend the limits of age up to which, with the assent of boards of guardians, orphan and deserted children may be supported out of workhouses in Ireland.

IMPRISONMENT FOR DEBT.

Mr. FIELDEN brought in a Bill for the abolition of imprisonment for debt.

OFFENCES AGAINST THE PERSON.

Mr. CHARLEY brought in a Bill to amend the law relating to offences against the person.

MERCHANT SHIPPING ACTS AMENDMENT.

Mr. PLIMSOUL brought in a Bill to amend the Merchant Shipping Acts.

FREE LIBRARIES AND MUSEUMS.

Mr. MUNDELLA brought in a Bill to facilitate the establishment of free libraries and museums and institutions for the teaching of science and art.

THE MEDICAL ACTS.

Mr. COWPER-TEMPLE brought in a Bill to amend the Medical Act, 1858, so far as relates to the registration of women who have taken the degree of doctor of medicine in a foreign university.

SALE OF INTOXICATING LIQUORS (IRELAND).

Mr. R. SMYTH brought in a Bill to prohibit the sale of intoxicating liquors on Sunday in Ireland.

LANDLORD AND TENANT (IRELAND) ACT.

Mr. CRAWFORD brought in a Bill to amend the Landlord and Tenant (Ireland) Act of 1870.

TOWNS RATING (IRELAND).

Sir J. M'KENNA brought in a Bill to amend the law relating to the rating of towns in Ireland.

WILD FOWL PRESERVATION.

Mr. CHAPLIN brought in a Bill relating to the preservation of wild fowl.

LEGAL PRACTITIONERS.

Mr. CHARLEY brought in a Bill to amend the law relating to legal practitioners.

JUDICATURE ACT (1875).

Mr. MELDON brought in a Bill to amend the Judicature Act (1875).

MUNICIPAL ELECTIONS.

Mr. HEYGATE brought in a Bill to amend the law relating to the election of aldermen in municipal boroughs by the application thereto of the cumulative vote.

COUNTY INFIRMARIES (IRELAND).

Mr. MELDON brought in a Bill to alter the constitution and government of county infirmaries in Ireland.

Law Students' Journal.

INCORPORATED LAW SOCIETY.

FINAL EXAMINATION.

November, 1875.

At the examination of candidates for admission on the roll of attorneys and solicitors of the superior courts, the examiners recommended the following gentlemen, under the age of twenty-six, as being entitled to honorary distinction:—

James Chapman Woods, who served his clerkship to Mr. Benjamin Birkett, of Ipswich, and Messrs. Field, Roscoe, & Co., of London.

William Jackson, who served his clerkship to Mr. Thomas Green, of Northampton.

Walter Henry Borlase, who served his clerkship to Messrs. Borlase & Milton, of Penzance, Cornwall, and Messrs. Coode, Kingdon, & Cotton, of London.

Ashton Henry Atkinson, who served his clerkship to Messrs. Atkinson & Co., of Manchester.

Matthew James Burn, who served his clerkship to Mr. John Haigh, of Huddersfield, and Mr. J. W. Sykes, of London.

Charles Edward Beal, who served his clerkship to Messrs. Carr, Fulton, & Carr, of London, and Messrs. Walker, Twyford, Belward, & Whitfield, of London.

The Council of the Incorporated Law Society have accordingly awarded the following prizes of books:—

To Mr. Woods, the prize of the Honourable Society of Clifford's-inn.

To Mr. Jackson, the prize of the Honourable Society of Clement's-inn.

To Mr. Borlase, Mr. Atkinson, Mr. Burn, and Mr. Beal, prizes of the Incorporated Law Society.

The examiners have also certified that the following candidates, under the age of twenty-six, whose names are placed in alphabetical order, passed examinations which entitle them to commendation:—

Charles Woodroffe Burrows, who served his clerkship to Messrs. Miles, Gregory, & Bouskill, of Leicester, and Mr. C. J. Mander, of London.

Harcourt Everard Clare, who served his clerkship to Mr. Power and to Mr. Armishaw, of Atherstone, Warwickshire, and Messrs. Paterson, Snow, & Burney, of London.

Edmund Henry Coleman, who served his clerkship to Messrs. Coleman & Sangster, of Pontefract, Yorkshire.

John Andrew Cowland, who served his clerkship to Mr. Andrew Storey, of London.

Sidney Hacker, who served his clerkship to Messrs. Rogerson & Ford, of London.

Henry Longuet Higgins, who served his clerkship to Messrs. Thornley & Dismore, of Liverpool.

Arthur Herbert Oliver, who served his clerkship to Messrs. W. J. & H. G. Lloyd, of Newport, Monmouthshire.

Alexander Edgar Paterson, who served his clerkship to Messrs. Darbshire, Barker, & Tatham, of Manchester, and Messrs. Cunliffe & Beaumont, of London.

Howard Rumney, who served his clerkship to Mr. Wm. Hammond, of London.

John Slatter, who served his clerkship to Messrs. Hobbes, Slatter, & Hobbes, of Stratford-upon-Avon, and Messrs. Gregory, Rowcliffe, Rowcliffe, & Rawle, of London.

William Henry Upjohn, who served his clerkship to Mr. William Moon, of London.

William Frederick Verrall, who served his clerkship to Mr. W. J. Williams, of Brighton, and Messrs. Lawrence, Plews, Boyer, & Baker, of London.

Parker Woodward, who served his clerkship to Mr. W. A. Richards, of Nottingham, and Messrs. Field, Roscoe, & Co., of London.

The council have accordingly awarded them certificates of merit.

The examiners have further announced to the following candidate that his answers to the questions at the examination were highly satisfactory, and would have entitled him to a certificate of merit if he had not been above the age of twenty-six:—

Samuel Lloyd Jones.

The number of candidates examined in this term was 269; of these, 240 passed, and 29 were postponed.

Court Papers.

THE NEW CIRCUITS.

ORDER IN COUNCIL.

At the Court at Osborne House, Isle of Wight, the 5th day of February, 1876. Present—the Queen's most excellent Majesty in Council.

Whereas by section 23 of the Supreme Court of Judicature Act, 1875, it is enacted that her Majesty may, at any time after the passing of the Act, by Order in Council, provide in such manner and subject to such regulations as to her Majesty may seem most meet for all or any of the matters thereafter specified, amongst which were the discontinuance, either temporarily or permanently, wholly or partially, of any existing circuit, and the formation of any new circuit by the union of any counties or parts of counties, or partly in one way and partly in the other, or by the constitution of any county or part of a county to be a circuit by itself; and in particular the issue of commissions for the discharge of civil and criminal business in the county of Surrey, to the judges appointed to sit for the trial by jury of causes and issues in Middlesex or London, or any of them, and the appointment of the place or places at which assizes are to be held on any circuit; and by the same section it is further enacted that in making any order thereunder her Majesty may give any directions which it appears to her Majesty to be desirable to give for the purpose of giving full effect to such order:

It is therefore ordered by the Queen's most excellent Majesty, by and with the advice of her most honourable Privy Council, as follows:—

1. The existing circuits shall be discontinued, and instead

thereof the circuits shall be those named in the first column of the schedule hereto.

2. The said circuits shall be respectively constituted as specified in the second column of the said schedule, and the places where assizes may be held shall be the places at which assizes have hitherto been held.

3. Nothing in this order shall affect the provisions of an Order in Council made on the 4th day of May, 1864, relating to the division of the county of Lancaster into three divisions, or the provisions of an Order in Council made on the 10th day of June, 1864, as amended by an Order in Council made on the 9th day of July, 1864, relating to the division of the county of York into two divisions.

4. The North and South Wales Circuit shall be divided into two divisions, the North Wales Division and the South Wales Division; and such divisions shall be respectively constituted as specified in the second column of the said schedule.

5. The county of Surrey shall not be included in any circuit, but commissions shall be issued not less often than twice in every year for the discharge of civil and criminal business therein.

6. With respect only to the first time after the date of this order that justices of assize go the several circuits as constituted by this order, and with respect only to the first sessions held after the date of this order under commissions for the discharge of civil and criminal business in the county of Surrey, the following arrangements shall be observed:

With respect to the Northern Circuit:—

In the county of Cumberland and the county of Westmorland, Edward Bromley, Esq. (hitherto clerk of assize on the Northern Circuit, as discontinued by this order), and his officers, shall be clerk of assize and officers of clerk of assize. In the county of Lancaster, so far as relates to the discharge of criminal business, Thomas Starkie Shuttleworth, Esq. (hitherto clerk of the Crown for the same county), and his officers, shall be clerk of assize and officers of clerk of assize; and so far as relates to the discharge of civil business, Thomas Edmund Paget, Esq. (formerly prothonotary of the Court of Common Pleas in the same county), and his officers, shall be clerk of assize and officers of clerk of assize.

With respect to the North-Eastern Circuit:—

In the county of Durham, so far as relates to the discharge of criminal business, John Wetherell Hays, Esq. (hitherto clerk of the Crown for the same county), and his officers, shall be clerk of assize and officers of clerk of assize; and so far as relates to the discharge of civil business, William C. Ward, Esq. (formerly prothonotary of the Court of Pleas in the same county), and his officers, shall be clerk of assize and officers of clerk of assize; and on the rest of the circuit, Edward Bromley aforesaid, and his officers, shall be clerk of assize and officers of clerk of assize.

With respect to the Midland Circuit:—

Arthur Duke Coleridge, Esq. (hitherto clerk of assize on the Midland Circuit, as discontinued by this order), and his officers, shall be clerk of assize and officers of clerk of assize.

With respect to the South-Eastern Circuit:—

In the county of Norfolk, the county of the city of Norwich, the county of Suffolk, the county of Huntingdon, and the county of Cambridge, Charles Platt, Esq. (hitherto clerk of assize on the Norfolk Circuit, as discontinued by this order), and his officers, shall be clerk of assize and officers of clerk of assize; and in the county of Hertford, the county of Essex, the county of Kent, and the county of Sussex, the Honourable Richard Denman (hitherto clerk of assize on the Home Circuit, as discontinued by this order) and his officers, shall be clerk of assize and officers of clerk of assize.

With respect to the Oxford Circuit:—

Edward Archer Wilde, Esq. (hitherto clerk of assize on the Oxford Circuit, as discontinued by this order), and his officers, shall be clerk of assize and officers of clerk of assize.

With respect to the Western Circuit:—

William Channell Bovill, Esq. (hitherto clerk of assize on the Western Circuit, as discontinued by

this order), and his officers, shall be clerk of assize and officers of clerk of assize.

With respect to the North and South Wales Circuit:— In the North Wales division thereof, Henry Crompton, Esq. (hitherto clerk of assize in the North Wales division of the North and South Wales Circuit, as discontinued by this order), and his officers, shall be clerk of assize and officers of clerk of assize; and in the South Wales division thereof, Henry Halford Vaughan, Esq. (hitherto clerk of assize in the South Wales division of the North and South Wales Circuit as discontinued by this order), and his officers, shall be clerk of assize and officers of clerk of assize.

With respect to the county of Surrey:—

The Hon. Richard Denman aforesaid, and his officers, shall be clerk of assize and officers of clerk of assize for the first sessions held under commissions issued for the discharge of civil and criminal business in the said county.

C. L. PEEL.

SCHEDULE.

Name of Circuit.	Constitution of Circuit.
Northern Circuit	County of Westmorland. County of Cumberland. County of Lancaster.
North - Eastern Circuit	County of Northumberland. County of the Town of Newcastle-upon-Tyne. County of Durham. County of York. County of the City of York.
Midland Circuit.	County of Lincoln. County of the City of Lincoln. County of Nottingham. County of the Town of Nottingham. County of Derby. County of Warwick. County of Leicester. Borough of Leicester. County of Northampton. County of Rutland. County of Buckingham. County of Bedford.
South - Eastern Circuit	County of Norfolk. County of the City of Norfolk. County of Suffolk. County of Huntingdon. County of Cambridge. County of Hertford. County of Essex. County of Kent. County of Sussex.
Oxford Circuit ...	County of Berks. County of Oxford. County of Worcester. County of the City of Worcester. County of Stafford. County of Salop. County of Hereford. County of Monmouth. County of Gloucester. County of the City of Gloucester.
Western Circuit.	County of Southampton. County of Wilts. County of Dorset. County of the City of Exeter. County of Devon. County of Cornwall. County of Somerset. County of the City of Bristol.
North and South Wales Circuit	(a.) North Wales Division:— County of Montgomery.

Name of Circuit.	Constitution of Circuit.
North and South Wales Circuit (continued).	(a) North Wales Division :— County of Merioneth. County of Caernarvon. County of Anglesea. County of Denbigh. County of Flint. County of Chester. (b) South Wales Division :— County of Glamorgan. County of Carmarthen. County of the Borough of Carmarthen. County of Pembrokeshire. County of the Town of Haverfordwest. County of Cardigan. County of Brecknock. County of Radnor.

JUDICIAL COMMITTEE OF THE PRIVY COUNCIL

The list of business for February :—Moung Shoay Att v. Ko Byaw—O'Shanassy v. Joachim and others—Jumoona Dassy v. Bamasoondery Dassy—Guthrie and another v. Simson—The Colonial Sugar Refining Company v. Dibbs—The Bank of British North America v. Strong—Damodhar Gordhan v. Gunesh and others—Ranees Sonett Kower v. Mirza Himmut Bahadoor and others—Rajah Hurpro Saud and others v. Sheo Dyal and others—Baboo Ram Sahoy v. Sheo Dyal and others—Balma Kond v. Sheo Dyal—Baboo Ram Sahai v. Mohan Lall—The Mayor of Montreal v. Drummond—Rani Sarat Soondari and another v. Soorja Kant Archarjya—The Owners of the Arabic and others v. The United Dry Docks. For Judgment.—The Mayor of Lyons v. The Advocate-General of Bengal—Mussumat Phoelbas Koonwur and another v. Lalla Jogeshur Sahoy and others—Jenkins v. Cook—Sri Virada Pratapa v. Sri Brezo Kishoro Patta Deo. Patent—Fiskens Patent Prolongation (agricultural machinery), to fix hearing.

CHANCERY DIVISION OF THE HIGH COURT OF JUSTICE.

ORDER OF COURT.

Monday, the 7th day of February, 1876.

Whereas, from the present state of the business before the Vice-Chancellors Sir Richard Malins and Sir James Bacon respectively, it is expedient that a portion of the causes and actions set down to be heard or tried before the Vice-Chancellor Sir Richard Malins should be transferred to the book of causes and actions for hearing or trial before the Vice-Chancellor Sir James Bacon : Now I, the Right Honourable Hugh MacCalmont Baron Cairns, Lord High Chancellor of Great Britain, do hereby order that the several causes and actions set forth in the schedule hereunto subjoined, be accordingly transferred from the book of causes and actions standing for hearing or trial before the Vice-Chancellor Sir Richard Malins, to the book of causes and actions for hearing or trial before the Vice-Chancellor Sir James Bacon. And I do further order that all causes and actions so to be transferred, (albeit assigned to the Vice-Chancellor Sir Richard Malins, and notwithstanding any orders therein made by the Vice-Chancellor Sir Richard Malins, or his predecessors), shall hereafter be considered and taken as causes or actions originally assigned to the Vice-Chancellor Sir James Bacon ; provided nevertheless that no order made by the Vice-Chancellor Sir Richard Malins, or his predecessors, in any such causes or actions shall be varied or reversed otherwise than by the Court of Appeal. And this order is to be drawn up by the registrar, and set up in the several offices of the Chancery Division of the High Court of Justice.

The Schedule.

Penny v Jefferies. Motion for decree. 1875 P 98
Charter v Charter. Motion for decree. 1874 C 180
Roe v Davies. Motion for decree. 1874 R 123
Powell v Leeman. Motion for decree. 1873 P 208
Hunley v Ommanney. Motion for decree. 1874 H 226

Shiffner v Adams. Motion for decree. 1871 S 7
Turnbull v Ord. Motion for decree. 1874 T 16
Parkinson v Parkinson. Motion for decree. 1874 P 158
Sangster v Henderson. Cause for trial. 1874 S 304
Bradburn v Morris. Motion for decree. 1874 B 364
Kemmey v Potter. Cause with witnesses. 1874 K 71
Davies v Chatwood. Cause. 1874 D 107
Wellman v Northover. Cause for trial. 1875 W 199
King v Varley. Cause for trial. 1874 D 76
Gardiner v Young. Cause for trial. 1875 G 107
Cooper v Cooper. Cause for trial. 1874 C 153
Lascelles v Butt. Cause for trial. 1874 L 76
Smith v Smith. Cause for trial. 1874 S 229
Taylor v Lambert. Motion for decree. 1875 T 1
Pratt v King. Cause for trial. 1873 P 143
Bowman v Day. Motion for judgment. 1875 B 30a
Wilnott v Forrest. Cause for trial. 1874 W 168
Radford v Cunningham. Cause for trial. 1872 R 126
Fallows v Knightor Treverbyn, &c., Iron Ore Co. limd. Cause with witnesses. 1875 F 101
Patterson v Wooler. Cause for trial. 1873 P 81
Follit v Follit. Action for trial. 1875 F 15a
Girdham v Clegg. Cause. 1874 G 49
Craig v Phillips. Cause for trial. 1875 C 52
White v Cox. Motion for decree. 1874 W 47
Pares v Pares. Cause for trial. 1873 P 51

CAIRNS, C.

The Vice-Chancellor will not hear any of the above causes before Tuesday, the 15th day of February, 1876.

R. H. LEACH, Registrar.

ROLLS COURT.

NOTICE.

Causes and Actions with Witnesses before the Master of the Rolls.

The Master of the Rolls will hear causes and actions, in which witnesses are to be examined before the court, on Tuesdays and Wednesdays, and causes and actions without witnesses on Mondays and Fridays, during the present sittings.

No special days will in future be fixed for causes and actions with witnesses.

All causes and actions with witnesses must be certified as such by the plaintiffs' solicitor, and thereupon will be so marked by the officer in the cause-book, and causes and actions so marked will be put in the paper for trial on Tuesdays and Wednesdays. Causes and actions not so marked "with witnesses" will be assumed to be without witnesses, and will be put in the paper on Mondays and Fridays, but if with witnesses will not be heard on those days.

Any causes or actions with witnesses, for the trial of which days have already been fixed, will not be put into the paper on those days, unless they fall on Tuesdays or Wednesdays, but will be put in the paper in their order in the cause list on the Tuesday or Wednesday next following the days fixed.

R. H. LEACH, Registrar.

Chancery Registrars' Office, Feb. 3.

PUBLIC COMPANIES.

Feb. 11, 1876.

GOVERNMENT FUNDS.

3 per Cent. Consols, 9½	Annuities, April, '85, 8½
Ditto for Account, Mar. 1, 9½	Do. (Red Sea T.) Aug. 1868
Do 3 per Cent. Reduced, 9½	Ex Bills, £1000, 2½ per C. 3 pm.
New 3 per Cent., 9½	Ditto, £500, Do, 3 pm.
Do, 3½ per Cent., Jan., '84	Do, £100 & £200, 3 pm.
Do, 2½ per Cent., Jan., '84	Bank of England Stock, 5 per
Do, 5 per Cent., Jan., '78	Ct. (last half-year), 257
Annuities, Jan., '80 —	Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

Ditto 5 per Cent., July, '80, 106½	Ditto, 5 per Cent., May, '72, 92
Ditto for Account, —	Ditto Debentures, 4 per Cents
Ditto 4 per Cent., Oct., '88, 106	— April, '64
Ditto, Ditto, Certificates —	Do, Do, 5 per Cent., Aug. '73
Ditto Encased Ppr., 4 per Cent., '87	Do, Bonds, 4 per Cent. £1000
2d. Enc. Pr., 5 per C., Jan., '73	Ditto, ditto, under £1000

RAILWAY STOCK.

Railways.	Paid.	Closing Price.
Stock Bristol and Exeter	100	143
Stock Caledonian	100	137 $\frac{1}{2}$
Stock Glasgow and South-Western	100	111
Stock Great Eastern Ordinary Stock	100	47
Stock Great Northern	100	139
Stock "Do," A Stock*	100	145
Stock Great Southern and Western of Ireland	100	112
Stock Great Western—Original	100	117 $\frac{1}{2}$
Stock Lancashire and Yorkshire	100	138
Stock London, Brighton, and South Coast	100	116 $\frac{1}{2}$
Stock London, Chatham, and Dover	100	24 $\frac{1}{2}$
Stock London and North-Western	100	147 $\frac{1}{2}$
Stock London and South Western	100	124 $\frac{1}{2}$
Stock Manchester, Sheffield, and Lincoln	100	81 $\frac{1}{2}$
Stock Metropolitan	100	101 $\frac{1}{2}$ xd
Stock "Do," District	100	46
Stock Midland	100	136 $\frac{1}{2}$
Stock North British	100	124 $\frac{1}{2}$
Stock North Eastern	100	16 $\frac{1}{2}$
Stock North London	100	131
Stock North Staffordshire	100	76
Stock South Devon	100	73
Stock South-Eastern	100	128 $\frac{1}{2}$

* A. receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The Bank rate still remains at 4 per cent. The markets have been without much alteration, the dealers having been principally occupied with the account. Foreign stocks are firmer, and home railways are nearly all rather higher than last week, the principal rise having taken place in Great Western and Caledonian. Consols close at 94 to 94 $\frac{1}{2}$ for money, and 94 $\frac{1}{2}$ to 94 $\frac{3}{4}$ for account.

BIRTHS AND DEATHS.

BIRTHS.

LAY—Feb. 5, at The Vineyard, Richmond, Surrey, the wife of George William Lay, solicitor, of a son.

LEWIS—Feb. 3, at 42, Gloucester-place, Westbourne-terrace, Hyde-park, the wife of Richard Lewis, barrister-at-law, of a son.

READE—Feb. 5, at 25, Hereford-road, W., the wife of John Henry Reade, barrister-at-law, of a daughter.

DEATHS.

LOWE—Feb. 3, at 72, Hackford-road, S.W., John William Lowe, of the Middle Temple, barrister-at-law, eldest son of the late William Lowe, of 11, Montague-street, Russell-square, and Tanfield-court, Temple, aged 71.

MAPLES—Feb. 7, at Stonegate Lodge, Spalding, Ashley, eldest son of, and partner with, Ashley Maples, solicitor, of that town, aged 38.

WROTH—Jan. 29, at Algiers, Alfred Lory Wroth, solicitor, for many years in the office of Messrs. Duncan, Hill, & Dickinson, of Liverpool.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, Feb. 4, 1876.

Hobbes, Robert Horne, Thomas Slater, and William Albert Hobbes, Stratford-upon-Avon, Warwick, Solicitors. Jan 31

TUESDAY, Feb. 8, 1876.

Fisher, Edward, jun, and William Bostock Cheastle, Ashby-de-la-Zouch, Leicester. Jan 18

Winding up of Joint Stock Companies.

FRIDAY, Feb. 4, 1876.

LIMITED IN CHANCERY.

Printing and Numerical Registering Company, Limited.—The M.R. has fixed Tuesday, Feb 15, at 12, at his chambers, for the appointment of an official liquidator.

St. Thomas Dock Company, Limited.—Petition for winding up, presented Jan 29, directed to be heard before the M.R. on Feb 12. Pattison and Co, Queen Victoria st, solicitors for the petitioners.

Court of PATENT OF LANCAPSTER.

Samuel Hague and Son, Limited.—By an order made by the V.C., dated Jan 24, it was ordered that the above company be wound up. Marsden, St. Swithin's lane, agent for Addleshaw and Warburton, Manchester, solicitors for the petitioners.

TUESDAY, Feb. 8, 1876.

LIMITED IN CHANCERY.

Drysalter, Chemical, and Sanitary Company, Limited.—Creditors are required, on or before March 8, to send their names and addresses, and the particulars of their debts or claims, to Henry Brown, Westminster chambers, Victoria st. Wednesday, March 22, at 11, is appointed for hearing and adjudicating upon the debts and claims.

Exeter-Slate and Slab Quarries Company, Limited.—By an order made by V.C. Malins, dated Jan 28, it was ordered that the above company be wound up. Snell, George st, Mansion House, solicitor for the petitioners.

Garw Valley Collieries Company, Limited.—Petition for winding up, presented Feb 5, directed to be heard before V.C. Malins on Friday, Feb 18. Clarke and Co, Lincoln's Inn fields, agents for Fussell and Co, Bristol, solicitors for the petitioners.

Outswell Engine Works Company, Newcastle-upon-Tyne. Limited.—Petition for winding up, presented Feb 2, directed to be heard before V.C. Bacon on Saturday, Feb 19. Torr and Co, Bedford row, agents for Hodge and Harle, Newcastle-on-Tyne, solicitors for the petitioners.

People's Garden Company, Limited.—The M.R. has, by an order dated Dec 9, appointed William Dangerfield, Bartholomew rd, Kennington, to be official liquidator.

Swansea Collieries Company, Limited.—By an order made by V.C. Malins, dated Jan 28, it was ordered that the above company be wound up. Snell, George st, Mansion House, solicitor for the petitioners.

Trinissar Coal, Iron, and Steel Company, Limited.—Petition for winding up, presented Feb 7, directed to be heard before the M.R. on Feb 19. Carr and Co, Basinghall st, solicitors for the petitioners.

Welsh Fresh Coal and Iron Company, Limited.—Creditors are required, on or before March 16, to send their names and addresses, and the particulars of their debts or claims, to John Stockdale, Stallard, Gresham building, Basinghall st. Thursday, March 30, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Friendly Societies Dissolved.

FRIDAY, Feb. 4, 1876.

Ludlow Senior Friendly Society, Register No. 209, Globe Inn, Ludlow, Salop. Feb 3

TUESDAY, Feb. 8, 1876.

St. Peter's Lodge of Free Gardeners' Friendly Society, Register No. 742, Harp Inn, Swithainthorpe, York. Feb 4

Creditors under Estates in Chancery.

LAST DAY OF PROOF.

TUESDAY, Feb. 1, 1876.

Arnould, Henry, Kidbrooke park place, Blackheath, Esq. March 1. Arnould v Arnould, V.C. Malins. Marsden and Son, Queen st, Cheapside

Bell, John, Coathill, Cumberland, Yeoman. March 1. Bell v Bell, V.C. Malins. Dobinson, Carlisle

Deacon, Francis, Cudliffe-banks, Camberwell, Esq. Feb 29. Sherwood v Vincent, M.R.

Dudgeon, William, London st, Fenchurch st, Shipbuilder. March 1. Donald v Donald, M.R. Murray, Birchill lane

Griffiths, John, Bridgend, Glamorgan, Butcher. Oct 30. Griffiths v Griffiths, V.C. Malins.

James, James, Aylebury, Bucks, Solicitor. March 1. Meyrick v James, M.R. Pyke and Co, Lincoln's Inn fields

Judson, William, Mattoxwell Farm, Hants, Yeoman. Feb 16. Judson v Judson, V.C. Hall. Lomer, Southampton

Mann, Thermuthis, Triangle, Church st, Old Kent rd. Feb 29. Sherwood v Vincent, M.R.

Selby, James Jackson, Fenchurch st, Wine Merchant. Feb 29. Ross v Selby, V.C. Bacon. Potter, King st, Cheapside

Soden, John, Ynysymawr, Merioneth, Esq. March 1. Soden v Corbet, V.C. Hall. Upton, Austin Friars

FRIDAY, Feb. 4, 1876.

Barnes, Elizabeth, Torquay, Devon. March 10. Gardner v Archer, V.C. Malins. Wolton, Torquay

Bretton, John Whifford, Haisham, Sussex, Farmer. Feb 29. Bretton v Mockett, V.C. Malins. Young, Hastings

Cooper, James, Camberwell rd, Builder. March 11. Wilkins v Cooper, V.C. Malins. Stock, Queen Victoria st

Gullian, Richard, New Bond st, Job Master. March 14. Johnson v Gullian, V.C. Hall.

Stratton, Edward, Fare, Lancashire, Retired Surgeon. Feb 19. Doubleday v Stratton, V.C. Malins. Maynard, Clifford's inn, Fleet st

TUESDAY, Feb. 8, 1876.

Branton, William, Derby. March 15. Simpson v Bennett, V.C. Hall. Currie, Derby

Briggs, Thomas, Wakefield, York, Mechanical Engineer. March 8. Briggs v Stapleton, M.R. Kimber, Queen st, Cheapside

Burrough, Robert, Ruishton, Somerset, Gent. March 8. Paul v Burrough, V.C. Bacon. Taunton, Taunton

Dyke, Thomas, Cardiff, Glamorgan, Saddler. March 7. Smith v Dyke, M.R. Morgan, Cardiff

Greenwood, William, Stones, Todmorden, Lancashire, Gent. Jackson v Cockcroft, V.C. Malins. Gould, Todmorden

Loy, Henry, Gregorius, Cornwall, Farmer. March 10. Joyce v Loy, M.R. Dale, Heistern

Marcus, Henry Robert, Liverpool, Colliery Manager. March 9. Cooper v Bissett, V.C. Hall. Paterson, Bouverie st, Fleet st

Talier, George Washington, Walton, Suffolk, Surgeon. Feb 29. V.C. Malins. Watts, Ipswich

Teape, Tobias, St German's place, Blackheath, Esq. March 4. Teape v Teape, V.C. Hall. Robins and Peters, Basinghall st

Thornton, Joseph, Huddersfield, Joiner; and Abigail Thornton. March 1. Birst v Clay, V.C. Hall.

Creditors under 32 & 33 Vict. cap. 35.

LAST DAY OF CLAIM.

FRIDAY, Feb. 28, 1876.

Andrew, Isabella, Cambridge st, Warwick square. Feb 26. Oldershaw and Son, King's Arms yard, Moorgate st

Attwood, Priscilla Arabella, Eckington, Worcester. March 7. Hudson, Pershore

Bach, William, Rowton, Salop, Gent. March 1. Anderson and Davies, Ludlow
Bass, Petty, Nottingham, Plumber. March 25. Barton and Co, Nottingham
Beloy, Susan, Great College st, Camden town. Feb 29. Kearsey and Co, Old Jewry, Bristol
Coker, Henry, Bristol. March 1. Nash, Bristol
Day, Henry, Hornsey lane, Highgate, Esq. March 15. Tamplin and Co, Fenchurch st, London
Dennett, Charles Colton, Dulwich wood park, Camberwell, Gent. March 25. Brewster, Nottingham
Edwards, James Susey st, Tottenham court rd, Butcher. March 6. Rhodes and Son, Chancery lane
Fleches, Mary, Angel st, May 1. Copp, Essex st, Strand
Reid, Andrew Gildst, Kildare gardens, Bayswater, Esq. March 25. Wild and Co, College hill
Roberts, Thomas, Milford Haven, Pembrokeshire, Esq. March 1. Mathias and Co, Haverfordwest
Smith, John, Rymer terrace, Wandsworth, Gent. March 11. Mercer and Co, Dean
Smith, Walter, Plymouth, Devon, Beerhouse keeper. March 25. Beer and Rundell, Donport
Strong, William, Yewsey, Middlesex, Sheriff's Officer. May 1. Copp, Essex st, Strand
Tempest, Rebecca, Sorrowsykes, York. Feb 19. Sadler, Thorpby, via Bingley
Turner, William, Wellington, Salop, Esq. Feb 19. Marcy and Sons, Wellington
Weston, Ann, Charles terrace, Cassland rd, South Hackney. Feb 28. Phillips, Windsor
White, Hannah, Leamington Priors, Warwick. March 31. Field, Leamington Priors
Winsted, Ann, Nottingham, Eating House keeper. Feb 29. Heath, Nottingham
Wood, George, Gravesend, Kent, Brewer. March 1. Hilder, Gravesend
Wyatt, Joseph, Weobly, Nottingham, Clerk of Works. March 25. Anderson and Son, Eckington

TUESDAY, Feb. 1, 1876.

Alger, Stephen, Lindell Hall, Essex, Gent. March 2. Wade and Knocke, Great Dunmow
Balmer, Thomas, Bleasdale, Westmorland. Feb 9. Preston, Kirkby Stephen
Bowman, John, Barkway, Hertford, Farmer. March 1. Wortham, Royton
Bridge, Henry, Long Thorns, nr Bridgewater, Somerset, Esq. Feb 29. Payne, Bath
Brankin, William, Kirkby Stephen, Westmorland. Feb 9. Preston, Kirkby Stephen
Cressells, Charles Caesar, Oxford. March 31. Wilde and Co, College hill
Dawson, Thomas, Kirkby Stephen, Westmorland, Draper. Feb 9. Preston, Kirkby Stephen
Dixon, William Jean, Tenterden, Kent, Gent. March 13. Maples and Co, Frederick's place, Old Jewry
Dugdale, Robert, Denton's Green, Lancashire, Gent. April 3. Taylor, St Helen's
Evans, Charles, Kennington cross, Gent. March 25. Grant, Kennington cross
Evans, Eliza, Kennington rd. March 1. Grant, Kennington cross
Gould, William, Merthyr Tydfil, G amorgan, Retired Grocer. Feb 28. James, Merthyr Tydfil
Hall, Anthony, Colyby, Westmorland, Farmer. Feb 9. Preston, Kirkby Stephen
Hall, William Richard, Liverpool, Licensed Victualler. March 1. Snowball and Co, Liverpool
Harrison, Sarah, Bradford, York. March 1. Ray, Bradford
Hassell, Richard, St George's square, South Berghaus, Doctor of Medicine. March 11. Smith and Moore, Richmond
Biggett, John, Manchester, Sack Merchant. March 1. Potter and Co, Manchester
Hinchliffe, Elizabeth Frances Ann, James st, Lambeth. March 1. Blake, Bell yard, Doctors' common
Johnson, Rachel, Kennington park rd. April 1. Frances and How, Chesham
Lidder, Henry, Kingston-upon-Hull, Gent. March 18. Shepherd and Co, Beverley
Markes, Robert William, King's rd, Chelsea, Esq. March 23. Thomas, Regent st
Musgrave, Rev Sir William Augustus, Chinnor, nr Tetworth, Oxford, Bart. March 25. Gordon and Grant, Lincoln's Inn fields
Oxbury, Elizabeth Jane, Carlton hill, St John's wood. Feb 28. Gibbs, Bath
Reeve, John, Great Canfield, Essex, Blacksmith. Feb 28. Wade and Knocke, Great Dunmow
Rucker, Sigismund, West hill, Wandsworth, Esq. March 10. Freshfields and Williams, Bank building
Samuel, Catherine, Upper Bedford place, Russell square. March 10. Emanuel and Simmonds, Finsbury circus
Scott, Robert, Brough, Westmorland, Yeoman. Feb 9. Preston, Kirkby Stephen
Sragg, Thomas Hugh, Liverpool, Licensed Victualler. March 1. Snowball and Co, Liverpool
Sharp, Henry Jeff, Cambridge terrace, Hyde park, Major H. M.'s Army. March 1. Peacock and Goddard, South square, Gray's inn
Sinn, Charles, Shemeld, Farmer. March 3. Binney and Sons, Shiffield
Stelfox, George, Ways Green, nr Winsford, Cheshire, Grocer. March 18. Toy and Broadbent, Ashton-under-Lyne
Summer, Rev Charles Vernon Holme, Swaffham, Norfolk. Feb 29. Wordsworth and Co, South Sea House, Threadneedle st
Thomas, Elizabeth, Dover, Kent. Feb 23. Knocke, Dover
Vineau, Thomas, Hawley, Hants, Farmer. March 1. Knight and Ward, Farnham
Warren, George, Liverpool, Refreshment Room keeper. March 27. Whitley and Maddock, Liverpool
Warwick, Martha, Albion rd, Dalston. March 1. Bennett and Broughton, Fridayst

Watson, John Robert, Ladbrooke grove rd, Notting hill, Gent. March 25. Laundry, Cecil st, Strand
Webb, Samuel, Halifax, York, Brick Manufacturer. April 1. Norris and Co, H. lifax
Weightman, William, Newark-upon-Trent, Nottingham, Joiner. May 1. Pratt and Hodgkinson, Newark-upon-Trent
Williamson, William, Market brough, Westmorland, Yeoman. Feb 14. Preston, Kirkby Stephen
Williamson, Samuel, Buckley, Cheshire, Farmer. March 25. Martin, Nantwich
Windie, William, Edgware rd, Chemist. March 11. Peacock, South square, Gray's inn
Falconer, George Barty, Hong Kong, China, Jeweller. April 30. Thompson, Union st, Aberdeen
Gledhill, William, York, Clothier. April 1. Walker, York
Goodlack, Rev Thomas William, Swindon Rectory, Gloucester. March 25. Moore and Romney, Tewkesbury
Greene, Thomas, Upper Wimpole st, Esq. March 25. Balderson, Bedford now
Hickling, John, Nottingham, Victualler. March 22. Burton and Co, Nottingham
Hooper, John, Meopham, Kent. Feb 29. Pyke and Co, Lincoln's Inn fields
Ingham, Robert, Westoe, Durham, Q.C. Feb 13. Clayton, Newcastle-upon-Tyne
Jackson, Sir Charles Robert Mitchell, Bryanston square, Knt. March 5. Norton and Co, Victoria st, Westminster
Kirk, Henry, Tunison st, York rd, Lambeth, Gent. March 12. Watson, York
Long, Rev Charles Maitland, Sattington, York. March 25. Markby and Co, New square, Lincoln's inn
Mapelthorpe, Francis, Kingston-upon-Hull, Gent. April 1. Middlemiss and Pearce, Hull
Marsen, Richard, Folkestone, Kent, Gent. April 6. Wightwick, Folkestone
Money, Caroline Anna Kyle, Gloucester place, Portman square. April 21. Parkin and Pardon, New square, Lincoln's inn
Monks, John, Swinton, Lancashire, Manufacturer. March 1. Smith and Boyer, Manchester
Pickerins, William, New Bridge st, Contractor. Feb 29. Gooiman, Brighton

FRIDAY, Feb. 4, 1876.

Barber, James, Little Leigh, Cheshire, Farmer. March 16. Cheshire and Son, Northwich
Bray, William James, Swaton rd, Campbell rd, Bow, Riding Master. March 15. Shearman, Gresham st
Bryant, John, sen, Croydon, Surrey, Gent. March 31. Darvill and Co, New Windsor
Cler, John Thomas Townsend, Blackhorse yard, City rd, Gas Apparatus Manufacturer. March 1. Newton, Coleman st
Crick, Elizabeth, Fen Ditton, Cambridge. March 31. Palmy, Swaffham Prior
Cross, Mary, Hartford, Cheshire. April 1. Cheshire and Son, Northwich
Dancer, William, Hastings, Sussex, Gent. April 1. Norris and Ashwell, St Leonard's-on-Sea
Davis, James, Dixton, Monmouth, Saw Mills Proprietor. March 15. Williams, Monmouth
Dane, Henry, Barnstaple, Devon, Bank Manager. March 1. Chanter and Finch, Barnstaple
Eggar-cht, Gustavus, Manor rd, Walworth, Coal Factor's Clerk. March 15. Willoughby, Lancaster place, Strand
Jackson, Humphrey William, Headley heath, Worcester, Gent. March 24. Mason, Birmingham
Johnson, Edward, Cavendish place, St Marylebone, Doctor of Medicine. March 31. White and Co, Great Marborough st
Jupp, Mary, Worthin, Sussex. Feb 29. Williams, Alfred place, Bedford square
Kish, William, Bishopwearmouth, Durham, Shipowner. April 1. Hines and Son, Sunderland
Leech, John, Birkenhead, Cheshire, Provision Dealer. March 8. Kent, Liverpool
Longley, John, sen, Tenterden, Kent, Gent. April 6. Munn and Mace, Tenterden
Manley, Eleazar, Clow bridge, Lancashire, Cotton Spinner. Feb 26. Baldwin, Burnley
Palmer, William, Old Kent rd, Southwark, Wine Merchant. April 1. Crafter, Blackfriars rd, Southwark
Parkinson, Charles Brown, Wimborne Minster, Dorset, Surgeon. March 16. Elizabeth Parkinson, Wimborne Minster
Rawlins, William, Chesterfield, Derby, Veterinary Surgeon. March 4. Edward Rawlins, St Helen's st, Chesterfield
Rowland, Thomas, Great Coggeshall, Essex, Seedgrower. March 1. Beaumont, Great Coggeshall
Snook, Joseph, Bristol, Butcher. March 25. Russell and Co, Bristol
Taylor, Rev Richard Edwards, Moraton Hall, Lancashire. March 24. Hughes and son, Abingdon
Thomas, Thomas, Bradg. r. Kent, Gent. March 1. Milman, Southampton buildings, Chancery lane
Vignoles, Charles Blacker, Delahay st, Westminster, Civil Engineer. April 1. Palmer and Co, Trafalgar square, Charing cross
Westbrook, James, Runcorn, Cheshire, Butcher. Feb 21. Keight, Keen
Whitbread, Jacob William Carey, Southampton, Esq. Feb 28. Jessel and Sons, Ipswich

Bankrupts.

FRIDAY, Feb. 4, 1876.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Balfour, John Edward, Broad green, Hammersmith, Dyer's Traveller. Pet Jan 31. Brougham, Feb 18 at 11

Oakley, Richard Banner, Queen Victoria st, Banker. Pet Jan 31. Brougham, Feb 22 at 12

Smith, William, Craven st, Strand, Solicitor. Pet Feb 2. Haslitt, Feb 23 at 3

To Surrender in the Country.
 Coppen, Eliza, Great Warley, Essex, Farmer. Pet Feb 1. Gepp.
 Chelmsford, Feb 22 at 11.
 Edwards, George, jun., Gravesend, Kent, Ironmonger. Pet Feb 2. Ac-
 worth, Rochester, Feb 15 at 2.30.
 Ely, Joseph George, Clare, Suffolk, Hotel-keeper. Pet Feb 2. Eaden.
 Cambridge, Feb 19 at 10.30.
 Mattcock, Ann Maria, Coombs, Suffolk, Beershop Keeper. Pet Jan 31.
 Collis, Bury St Edmunds, Feb 16 at 11.
 Potts, Robert, Haydon bridge, Northumberland, Joiner. Pet Feb 1.
 Mortimer, Newcastle, Feb 15 at 12.
 Streeton, William, Sittingbourne, Kent, Coal Merchant. Pet Feb 2.
 Acworth, Rochester, Feb 22 at 12.
 Swallow, George, and Henry Lister Schofield, Heckmondwike, York,
 Manufacturers. Pet Feb 3. Nelson, Dowsbury, March 2 at 12.
 Thomas, James Gulliver, Pembroke dock, Grocer. Pet Jan 29. Lloyd.
 Carmarthen, Feb 16 at 11.

TUESDAY, Feb. 8, 1876.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.
 Boucher, Edwrrd, Kildare terrace, Bayswater, out of business. Pet Feb 4. Keene, Feb 23 at 11.30.
 Laubert, Benjamin, Kentish town rd., Boot Maker. Pet Feb 3. Murray, Feb 23 at 1.
 Stor, Paul, Coville rd., Bayswater, Retired Lieutenant R.N. Pet Feb 4. Hazlitt, Feb 3 at 2.
 Cropper, Samuel, Gresham st., Commission Agent. Pet Feb 3. Murray. Feb 23 at 12.30.

To Surrender in the Country.
 Bishop, Charles, West-super-Mare, Somerset, Eating House Keeper. Pet Feb 5. Lovibond, Bridgewater, Feb 23 at 11.
 Bonner, John, and Patrick Mooney, Newcastle-upon-Tyne, Wholesale Provision Merchants. Pet Feb 3. Mortimer, Newcastle, Feb 19 at 12.
 Grove, Harrison, East Cheadle, York, Iron Manufacturers. Pet Feb 4. Crosby, Stockton-on-Tees, Feb 21 at 2.30.
 Hall, Henry, Southampton, Coal Dealer. Pet Jan 18. Walker, Southampton, Feb 19 at 12.
 Hodgson, William, Carlisle, Shoeman. Pet Feb 3. Halton, Carlisle, Feb 21 at 11.
 Mowforth, John, Leicester, Elastic Web Manufacturer. Pet Feb 4. Ingram, Leicester, Feb 22 at 12.
 Reid, James Richards, Newport, Monmouth, Master Mariner. Pet Feb 1. Davis, Newport, Feb 23 at 11.

BANKRUPTIES ANNULLED.

FRIDAY, Feb. 4, 1876.

Charl, Vincent, Threadneedle st., Stock Broker. Feb 1.
 Elmonds, John, Salisbury, Neath, Glamorgan, Fire Brick Manufacturer. Feb 1.
 Glencr, Lauritz, Bulman's Village, Northumberland, Ship Broker. Nov 29.
 Ulett, Robert Bentham, Upper Bedford place, Russell square, no oc-
 cupation. Feb 1.

TUESDAY, Feb. 8, 1876.

Michell, Frederick, Lawrence lane, Merchant. Feb 4

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Feb. 4, 1876.

Andrew, David George, Steer terrace, Waltham green, Builder. Feb 16 at 12 at offices of Rose, Salisbury, Strand.
 Americanos, Nicholas George, Manchester, Shipper. Feb 28 at 11 at offices of Bute and Edgar, George st., Manchester.
 Ashton, John, Sheffield, Beerhouse Keeper. Feb 22 at 12 at offices of Avey and Son, Queen st., Sheffield.
 Bateman, Frederick, Manchester, Grocer. Feb 17 at 3 at offices of Jell-
 icer and Bates, Market st., Manchester.
 Bennett, Samuel, Lewisham, Kent, Manager to an Auctioneer. Feb 17 at 3 at offices of Cooper, Chancery lane.
 Blackman, Walter, and William Poole Joyce, Lime st., Printers. Feb 18 at 3 at offices of Christmas, Walbrook.
 Brown, William, Rawcliffe, York, Tailor. Feb 17 at 12 at offices of Weddall and Parker, Selby.
 Brown, James, Spennymoor, Durham, Jeweller. Feb 17 at 12 at offices of Hodson, Waterloo st., Birmingham.
 Brown, John, Birmingham, Painter. Feb 16 at 3 at offices of Lowe, Temple st., Birmingham.
 Carruthers, Joseph, Sleaford, Northumberland, Land Dainer. Feb 18 at 2 at offices of Sewell, Grey st., Newcastle-upon-Tyne.
 Chapman, Enoch, Macclesfield, Cheshire, Provision Dealer. Feb 21 at 3 at offices of Barclay and Heustock, Exchange Chambers, Maccles-
 field.
 Chapman, John George, Leed., Auctioneer. Feb 15 at 2 at offices of Pujian, Bank chambers, Park row, Leed.
 Chid, Sarah, Birmingham, Milliner. Feb 15 at 4 at offices of Rowlands, Ann st., Birmingham.
 Cliffe, Arthur Sutton, Oldham, Lancashire, Grocer. Feb 15 at 4 at offices of Addleshaw and Warburton, King st., Manchester.
 Cooper, Joseph, Burton-on-Trent, Stafford, Hatter. Feb 15 at 2 at offices of Parsons, Wheelergate, Nottingham.
 Cornwall, Edmund, Ottery St Mary, Devon, Insurance Agent. Feb 18 at 3 at the Castle Hotel, Castle st., Exeter, Friend.
 Coupe, Abraham, Whitworth, nr Rochdale, Lancashire, Joiner. Feb 18 at 11.15 at offices of Eastwood, Masonic Hall, Todmorden.
 Conzena, Robert, Bristol, Hatter. Feb 12 at 11 at offices of Essery, Guitshall, Broad st., Bristol.
 Cobley, John Brittain, Alnwick, Lincoln, Farmer. Feb 19 at 11 at offices of Peake and Snow, Sleaford.
 Cumberland, Arthur, Leytonstone, out of business. Feb 11 at 3 at Wood's Tavern, Portugal st., Lincoln's Inn. West, Bell yard, Temple bar.
 Darling, John, Bristol, out of business. Feb 19 at 12 at offices of Sherrard, Nicholas st., Bristol.
 Davidson, Robert, Upper York place, St. John's wood, Builder. Feb 25 at 4 at Ridder's Hotel, Holborn. Yorks, Marylebone rd.

Dawe, Henry, Edgware rd., Commercial Traveller. Feb 14 at 4 at Rid-
 der's Hotel, Holborn. Yorks, Marylebone rd.
 Dixon, Robert, Byth, Northumberland, China Dealer. Feb 16 at 10 at offices of Lynn, Waterloo rd., Blyth.
 Dunkerley, Samuel, Ashton-under-Lyne, Rent Collector. Feb 17 at 3 at the Rycroft Inn, Ashton-under-Lyne. Duckworth, Manchester.
 Farmer, Robert Samuel, Brighton, Sussex, Chemist. Feb 16 at 3 at offices of Clegg and Frasers, Great James st., Bedford row, N.Y.
 Brighton.
 Franklin, George William, New cut, Lambeth, Plasterer. Feb 11 at 4 at offices of Coggswell, Railway approach, London bridge. Gruber,
 Railway approach.
 Hadfield, Alfred, Sheffield, Chimney Piece Merchant. Feb 21 at 12 at offices of Auty and Son, Queen st., Sheffield.
 Hadfield, John, Oldham, Lancashire, Cotton Spinner. Feb 17 at 3 at the King's Arms Hotel, Yorkshire st., Oldham. Ponsonby, Oldham.
 Hadley, John Emmett, Acorn st., Bishopsgate st. without, Sack Man-
 ufacturer. Feb 18 at 2 at offices of Brighten and Parker, Bishopsgate
 st. without.
 Hardy, Thomas, Toppesfield, Essex, Farmer. Feb 18 at 11 at the Horn
 Hotel, Braintree.
 Haworth, George, Barrow-in-Furness, Licensed Victualler. Feb 1 at 10 at the Victoria Hotel, Church st., Barrow-in-Furness.
 Haworth, John, Over Darwen, Lancashire, out of business. Feb 18 at 3 at offices of Holland, Northgate, Blackburn.
 Henshaw, Simon, Bishopswearmouth, Durham, Jeweller. Feb 18 at 12 at offices of Shrewsbury and Co, John st., Sunderland.
 Hicks, Henry, Woodcote, Warwick, Coal Merchant. Feb 21 at 12 the King's Head Hotel, Coventry. Daws and Co, Coventry.
 Higgins, Thomas Joseph, Oxford, Tobaccocon. Feb 21 at 12 at offices of Bickerton, St Michael's chambers, Ship st., Oxford.
 Hudson, Richard, Sewerby, York, Builder. Feb 14 at 3 at the Black Lion Hotel, Bridlington. Cooper, Bridlington.
 Hunt, William James, and Charles Angel, New Inn rd., Curtain st., Shorelitch, Lithographers. Feb 23 at 12 at offices of Bridger and Collins, King William st.
 Hutchinson, Abraham, Horbury, nr Wakefield, York, Flock Dealer. Feb 12 at 11 at offices of Burton, King st., Wakefield.
 Jackson, George, jun., Br. Riley, Kent, Grocer. Feb 17 at 3 at Arthur
 st. east. May and Co, Adelaide place, London bridge.
 James, Charles, Birmingham, Acc. m'tant's Clerk. Feb 16 at 11 at offices of Eden, Bennett's hill, Birmingham.
 Jane, William Cottrell, Cheltenham, Gloucester, Lieutenant R.M.L.I. Feb 17 at 4 at offices of Gabb, Essex place, Cheltenham.
 Jennings, William Henry, Plymouth, Devon, Coal Merchant. Feb 18 at 11 at the Cannon st. Hotel, Caris, East Stonehouse.
 Johnson, Thomas, Mincing, Packing Case Maker. Feb 16 at 3 at office of Whitworth, St James square, Manchester.
 Jones, John Williams, Llant-ynnen, Carmarthen, Grocer. Feb 19 at 11 at offices of Howell, Stepper st., Llanelli.
 Jowitt, John, Ossett, York, Greengrocer. Feb 18 at 3 at the Royal Hotel, Wood, Wakefield. Lodge, Wakefield.
 Knowles, John, Heckmondwike, York, Auctioneer. Feb 18 at 11 at offices of Sykes, Oak st., Heckmondwike.
 Lea, Francis, Smallwood, Cheshire, Innkeeper. Feb 17 at 3 at offices of Remer, Sandbach.
 Lindell, William, Surbiton, Surrey, Fly Master. Feb 13 at 3 at offices of Bes, High st., Kingston-upon-Hull.
 Livermore, James, Green st., Bethnal green, Grocer. Feb 24 at 2 at offices of Thomas, Age, Barnard's Inn, Holborn. Roovers, Thanet
 place, Strand.
 Luxdale, Samuel, Wakefield, York, Printer. Feb 21 at 3 at offices of Lake, Southgate, Wakefield.
 Mallard, Benjamin, Lexington Priors, Warwick, Beerhouse Keeper. Feb 17 at 1.30 at the Dragon Inn, Market place, Warwick. R. Williams, Birmingham.
 Marks, George Goldney, Chippenham, Wilt, Aerated Waters Man-
 ufacturer. Feb 16 at 2 at the Angel Hotel, Chippenham, Wilt.
 Martin, Thomas, Barrow-in-Furness, Lancashire, Hotel Keeper. Feb 16 at 2 at the Duke of Edinburgh Hotel, Barrow-in-Furness. Naldor,
 Barrow-in-Furness.
 McKenzie, Robert Jeffrey, Newcastle-upon-Tyne, Wine Merchant. Feb 16 at 2 at the Turk's Head Hotel, Grey st., Newcastle-upon-
 Tyne. Jones, Newcastle-upon-Tyne.
 Meadows, Hackett, Kingston-upon-Hull, Fish Merchant. Feb 15 at 12 at offices of Steal and Sturde, Bishop lane, Kingston-upon-Hull.
 Miles, Frederick, Bumpton, Devon, Dairymen. Feb 13 at 11 at offices of Hirtzel, Queen st., Exeter.
 Morris, Henry James, jun., Bristol, Journeyman Japaner. Feb 18 at 12 at offices of Tregg, Broad st., Bristol. Benson and Tunnas, Bristol.
 Mowat, James, Bromley, Kent, Tailor. Feb 16 at 3 at the Guildhall Tavern, Gresham st., Bromley, Kent, King st., Cheapside.
 Murray, James, North Shields, Northumberland, Tailor. Feb 18 at 11 at offices of Keelandside and Forster, Gralinger st. west, Newcastle-
 upon-Tyne.
 Newton, William, Ashton-under-Lyne, Lancashire, Wheelwright. Feb 23 at 11 at the Commercial Hotel, Ashton-under-Lyne. Walker
 Nicholas, Edmund, Fonthill rd., Seven Sisters' rd., Holloway, Oldham. Feb 16 at 3 at the Mason's Hall Tavern, Mason's avenue, Basinghall.
 Palmer, Francis Wooster, Barnstaple, Devon, Saddler. Feb 16 at 2 at offices of Bencraft, Bridge chamber, Barnstaple.
 Palmer, Henry Charles, Southampton, Painter. Feb 14 at 3 at offices of Shatto, Portland st., Southampton.
 Parker, Joseph, Belton, Leicestershire, Farmer. Feb 18 at 12 at offices of Fowler and Co, Friar Lane, Leicester.
 Pasley, Joseph James, Old Star Inn, nr Wakefield, York, Green-
 grocer. Feb 18 at 3 at offices of Lake, southgate, Wakefield.
 Peiley, Zimri William, Mark's Tey, Essex, Builder. Feb 25 at 4 at offices of Jones, Town Hall chambers, Colchester.
 Perks, Henry Sherwood, Birmingham, Hosiery. Feb 15 at 3 at offices of Rowlands, Ann st., Birmingham.
 Porter, James Charles, Bristol, Confectioner. Feb 16 at 2 at offices of Beckingham, Anton chamber, Broad st., Bristol.
 Potter, Thomas Edward, Great Yarmouth, Norfolk, Gout. Feb 22 at 11 at offices of Stone, Regent st., Great Yarmouth.

Priest, Hugh, Glyndyfrdwy, Merioneth, Miller. Feb 19 at 12 at the Wynnstay Arms Hotel, Ruabon. James, Corwen
Reagan, Patrick, Liverpool, Cart Owner. Feb 17 at 12 at offices of Carrathers, Clayton square, Liverpool
Roberts, George, Bare, Lancashire, out of business. Feb 18 at 12 at offices of Johnson and Tilby, Sun st, Lancaster
Bull, Frederick James, Cogham, Hants, Ironmonger. Feb 18 at 4 at offices of King, North st, Portsea
Rose, John, jun., Attercliffe, Sheffield, Cabinet Maker. Feb 16 at 12 at offices of Bramley, Paradise square, Sheffield
St Martin, Auguste Amand, and Gustave Francis St Martin, Rathbone place, Oxford st, Merchants. Feb 18 at 3 at the London Tavern, Bishopsgate st Within. Trinder and Hayward, Bishopsgate st within
Sherman, Alfred, Sheffield, Grocer. Feb 18 at 3 at offices of Smith and Co, Bank st, Sheffield
Sibberns, Margaret, Bedford place, Bloomsbury, Boarding House Keeper. Feb 19 at 2 at offices of Miller, Chancery lane
Boghurst, William Henry, Prospect place, Cambridge rd, Oldman. Feb 14 at 3 at Masons' Hall Tavern, M'son's avenue, Basinghall st
Smith, George, New Bedford, Nottingham, Gaecrocer. Feb 16 at 3 at offices of Baily, Middle pavement, Nottingham
Sparrow, George Young, Old Kent rd, Tailor. Feb 19 at 1 at the Crown and Sceptre, Commercial rd, Peckham
Spencer, John, Huddersfield, York, Tailor. Feb 14 at 3 at offices of Leyard and Co, Buxton rd, Huddersfield
Babbs, Edward, Chesham, Surrey, Farmer. Feb 18 at 12 at the Greyhound Hotel, Croydon, Stanley, Austin friars
Swift, James Frederick, Liverpool, Drayster. Feb 14 at 2 at offices of Rose and Price, North John st, Liverpool. Lockett, Liverpool
Tanner, John, Boldre, Hants, Miller. Feb 22 at 3 at offices of Shatto, Portland st, Southampton
Taylor, Charles William, Leicester, Cheese Factor. Feb 16 at 12 at offices of Wright, Millstone lace, Leicester
Taylor, Richard, Barnstaple, Devon, Butcher. Feb 16 at 12 at offices of Benerat, Bridge chambers, Barnstaple
Taylor, William, Frome, Somerset, Currier. Feb 18 at 3 at the Grand Hotel, Broad st, Bristol. Ames, Frome
Thomas, Edward Henry, Gresham buildings, Basinghall st, Colliery Proprietor. Feb 22 at 2 at offices of Russell and Co, Old Jewry chambers
Thomas, Richard, Abercansaid, Glamorgan, Publican. Feb 16 at 3 at offices of Morgan and Co, Victoria st, Merthyr Tydfil
Truman, Henry James, Faversham, Kent, Tailor. Feb 17 at 12 at the Goldhill Coffee House, King st, Cheapside. Johnson, Faversham
Walker, Charles, Clifton-on-Teme, Worcester, Farmer. Feb 19 at 12 at offices of Miller, Broad st, Worcester
Webb, Michael, Aberdare, Glamorgan, General Dealer. Feb 18 at 11 at offices of Phillips, Maenpwyd place, Aberdare
Wilson, George Hugessen, Birkenhead, Cheshire, Physician. March 1 at 2 at the Hamilton Rooms, Priors st, Birkenhead
Wilson, James, Halliwell, Lancashire, Spinner. Feb 18 at 3 at offices of Robinson, Acresfield, Bolton
Wilson, William George, Beech st, Barbican, Manufacturer. Feb 18 at 12 at offices of Plunkett, Gutter lane
Wood, Henry Charles, Worcester, Draper. Feb 23 at 3 at the Unicorn Hotel, Broad st, Worcester. Saunders and Burcher, Kidderminster
Wesley, John, Gloucester, Coach Builder. Feb 29 at 3 at offices of Haines, St John's lane, Gloucester

TUESDAY, Feb. 8, 1876.

Abercromby, Jonathan, Salford, Lancashire, Coal Dealer. Feb 21 at 3 at offices of Booth, Branscombe st, Manchester
Baron, Charles, Frederick, Birch, Essex, Farmer. Feb 22 at 3 at offices of Smythies and Co, North hill, Colchester
Bawdrip, John, Gatahead, Durham, Beerhouse Keeper. Feb 17 at 2 at offices of Sowell, Grey st, Newcastle-upon-Tyne
Baker, George, Fairfoot rd, Bow, Bottle Merchant. Feb 21 at 3 at offices of Tilford and Griddle, King st, Cheapside
Bamford, Walter, Wyke Farm, nr Shifnal, Salop, Farmer. Feb 19 at 11 30 at offices of Osborns, New st, Shifnal, Salop
Barker, Francis, and Edward Manners Stephenson, Liverpool, Merchants. Feb 21 at 2 at offices of Gill and Archer, Cook st, Liverpool
Benn, James, New North rd, Hoxton, Confectioner. Feb 18 at 3 at 14, Northgate st, Hoxton
Bennet, Alfred, Stoke-upon-Trent, Stafford, Grocer. Feb 18 at 11 at offices of Tennison, Cheapside, Hanley
Beverley, Thomas John, Recant's park terrace, Wine Shiner. Feb 25 at 2 at offices of Vassall and Vallance, Lombard House, George and Lombard st
Bolton, Simon Marshall, Harrogate, York, Confectioner. Feb 18 at 12 at offices of Kry and Son, Knaresborough
Bridgett, William, Longton, Stock, Stone Merchant. Feb 17 at 11 at the Union Hotel, Longton. Young
Carey, Henry George, Buckhorn Weston, Dorset, Builder. Feb 19 at 1 at the Grand Hotel, Wincanton. Watts, Yewil
Caswell, William, Martley, Worcester, Blacksmith. Feb 22 at 11 at offices of Knot, Foregate st, Worcester
Chaplin, John, Ferdinand st, Camden town, House Decorator. Feb 28 at 3 at offices of Miles, King Edward st, Newcastle
Charlton, Stephen, Crowland, Lincoln, Farmer. Feb 18 at 2 at offices of Brown and Co, Queen st, Peterborough
Clarke, Ethelbert Athelstan, Wymondham, Norfolk, Builder. Feb 21 at 3 at offices of Sadle and Linay, Theatre st, Norwich
Cohen, Jacob, Kingston-upon-Hull, Outfitter. Feb 21 at 12 at offices of Jacobs, County buildings, Kingston-upon-Hull
Copsey, William, and William Frank Copsey, Romford, Essex, upholsterers. Feb 25 at 10 at offices of Fisher and Co, Leicester square
Collett, William James, Smithwick, Stafford, Blacking Manufacturer. Feb 21 at 11 at offices of Burton, Union passage, Birmingham
Dyke, William, Mold, Flint, Innkeeper. Feb 18 at 2 at the Queen Hotel, Chester, Cheshire and Co
Eisam, William, and Harry George Eisam, Short st, Tabernacle square, Finsbury, Stationers. Feb 21 at 3 at offices of Cooper, Chancery lane
Evans, James Young, Bristol, Cattle Dealer. Feb 19 at 11 at offices of Tricks and Co, City chambers, Nicholas st, Bristol. Clifton, Bristol
Evans, William, West Bromwich, Stafford, Tailor. Feb 18 at 1 at offices of Travis, Church lane, Tipton

Evans, William, Birmingham, Teol Maker. Feb 21 at 12 at offices of Pointon, Edmund st, Birmingham
Everett, Alfred, Salhouse, Norfolk, Miller. Feb 21 at 3 at offices of Sad and Linay, Theatre st, Norwich
Fellowes, Robert James, Bilston, Stafford, Pawnbroker. Feb 23 at 11 at offices of Shakespeare, Church st, Oldbury
Field, William Henry, Duns Tew, Oxford, Carpenter. Feb 19 at 3 at the Reindeer Inn, Parsons st, Banbury. Pain and Hawtin, Banbury
Flagg, Joseph, Lyncombe, Somerset, Superintendent at Cemetery. Feb 19 at 11 at offices of Collins, Abbey churchyard, Bath
Francis, Absalom, Goginan, Cardigan, Mining Engineer. Feb 17 at 12 at offices of Hughes and Son, Northgate, Aberystwith
Frank, Jacob, Pontypridd, Glamorgan, Watch Maker. Feb 25 at 12 at offices of Thomas, Taff st, Pontypridd
Franklin, Edward, Birmingham, out of business. Feb 21 at 11 30 at the Angel Hotel, Leamington, Edge, Birmingham
Gardiner, Charles, Somerton, Somerset, Boot Maker. Feb 23 at 12 30 at offices of Slade and Co, Church st, Yewil
Goodall, William, Southampton, Billiard Room Proprietor. Feb 21 at 3 at offices of Sunte, Portland st, Southampton
Green, Henry John, Mist st, Old Kent rd, Camber. Feb 17 at 3 at Mullens's Hotel, Ironmonger lane. Harrison, Fore st, Hanbury, Gloucester, Dyer. Feb 22 at 11 at offices of Shires, Market st, Leicester
Harje, James, Worcester, Lower Milton, Cordwainer. Feb 16 at 3 at offices of Miller and Co, Baxter chambers, Church st, Kidderminster
Harison, George, Newcastle-under-Lyme, Stafford, Shoo Maufturer. Feb 24 at 3 at offices of Stacey and Son, Newcastle-under-Lyne
Hitchings, George, Pembroke, Publican. Feb 21 at 3 at offices of Lanning, Pembrokeshire
Holt, William, Ombersley, Worcester, Farmer. Feb 21 at 4 at offices of Pitt, The Avenue, Cross, Worcester
Hooper, Henry Wilcock, Exeter, Solicitor. Feb 19 at 11 at the Craven Hotel, Craven st, Charing cross, Ford, Exeter
Howorth, Frederick Octavius, Southport, Lancashire, Draper. Feb 21 at 3 at the Bold Arm Hotel, Lord st, Southport. Dean, Preston
Hoyle, William, High Bentham, York, Farmer. Feb 22 at 12 at offices of Johnson and Tilly, Sun st, Lancaster
Hunter, James, Crook, Durham, Draper. Feb 22 at 2 at offices of Gibsons and Pybus, Mosley st, Newcastle-upon-Tyne
James, Charles, Birmingham, Accountant's Clerk. Feb 16 at 11 at offices of Eden, Bennett's hill, Birmingham
Jenkins, Thomas, North st, Clapham, Builder. Feb 21 at 12 at Masons' Hall Tavern, Masons' Hall avenue, Basinghall st, Reeve
Johnson, Robert, and Cornelius Estouch, Old Shildon, Durham, Grocers. Feb 22 at 11 at offices of Maw, High Bondgate, Bishop Auckland
Jones, David, Tyrcalan, Glamorgan, Builder. Feb 19 at 3 at 7, Rutland st, Swansea. Davies and Hartland, Swanses
Jones, Frederick Edward, Curzon rd, Shoreham, Cabinet Maker. Feb 15 at 2 at offices of Arnold, Finsbury pavement
Jones, William, Fenton, St. Edmunds, Commission Agent. Feb 22 at 4 at offices of Turner, Albion st, Hanley
Kalthwaes, Christian, Ryland rd, Kentish town, Ornamental Fret Cuter. Feb 18 at 3 at offices of Cooper, Chancery lane
Kaye, Henry, Shipton, York, Boot Maker. Feb 21 at 4 at offices of Atkinson, Tyrell st, Bradford
Kelly, Frederick Joseph, Whifield st, Tottenham Court rd, Dealer in Furniture. Feb 16 at 12 at offices of Day, Bloomsbury square. Freyday, Oxford st
Lawrence, Alfred William, Barrow-in-Furness, Lancashire, Hotel Keeper. Feb 22 at 11 at Sharp's Hotel, Strand, Barrow-in-Furness. Taylor, Barrow-in-Furness
Lawson, George, Skelton-in-Cleveland, York, Butcher. Feb 17 at 2 at offices of Dobson, Gosford st, Middleborough
Lockhart, William Edward, Carnhill, Ship Broker. Feb 26 at 11 at offices of Chapman, London wall
Mander, Henry John, Pontypridd, Glamorgan, Baker. Feb 24 at 12 at offices of Thomas, Taff st, Pontypridd
Matheson, John Pyper, and Louis Ferdinand Tavernier, Leeds, Cloth Manufacturers. Feb 18 at 3 at offices of Burrell and Pickard, Albion st, Leeds. Brown
Meadowcroft, Joseph Henry, Runcorn, Cheshire, Auctioneer. Feb 23 at 11 at offices of Sampson, South King st, Manchester
Miles, Joseph, Ashborne, Derby, Pork Butcher. Feb 21 at 12 at the Green Man Hotel, Ashborne
Milward, Josephus, Saitley, Warwick. Feb 21 at 11 at offices of Shakespeare, Church st, Oldbury
Moran, George, Walpole St Andrew, Norfolk, Farmer. Feb 18 at 11 at offices of Wilson, Atheneum chamber, King's Lynn
Mullett, John, High Wycombe, Buckingham, Chair Manufacturer. Feb 24 at 2 at offices of Clarke, Easton st, High Wycombe
Newton, Tom, Ramsey, Huntingdon, Fisherman. Feb 21 at 3 at the Crown Inn, Ramsey, Gades, Peterborough
Nind, Philip, Birmingham, Wire Worker. Feb 21 at 12 at offices of Joynt, New st, Birmingham
Nixon, John, Newcastle-upon-Tyne, Hair Dresser. Feb 24 at 2 at offices of Benning, Grainger st, Newcastle-upon-Tyne
Ottewell, Robert, Anthony Bruce, and John Frederick Angus Bruce, Bemondsey st, Southwark, Leather Merchants. Feb 22 at 2 at offices of Nicholson, Railway approach, London bridge. Gammon, Barge yard, Bucklersbury
Packwood, Robert, Nottingham, Joiner. Feb 18 at 12 at offices of Belk, Middle pavement, Nottingham
Palmer, William, Whitchurch, Hereford, Tailor. Feb 21 at 3 at offices of Pitt, The Avenue, Cross, Worcester
Parsons, John, Cardiff, Glamorgan, Coal Merchant. Feb 21 at 2 at offices of Evans, High st, Cardiff
Perry, Charles James, Aston, Warwick, Accountant. Feb 21 at 11 at offices of Duke, Temple row, Birmingham

Peterson, Thomas Pexton, Bishopston, Gloucester, Solicitor. Feb 18 at 11 at offices of Clifton, Corn st, Bristol
 Phillips, Thomas Hodges, Liverpool, Plumber. Feb 21 at 11 at offices of Smith, Seldon st, Liverpool
 Riley, John, Weston st, Pentonville, Builder. Feb 21 at 3 at offices of Tattershall, Queen Victoria st
 Rix, Charles Edward, Norwich, Grocer's Assistant. Feb 19 at 3 at offices of Stanley, Bank plain, Norwich
 Roberts, David, Panybont, Carnarvon, Farmer. Feb 23 at 1 at offices of Breeze and Co, Penlan st, Pwllheli
 Robinson, Thomas, Hindercombe, Suffolk, Farmer. Feb 21 at 2 at the Bell Hotel, Ricklingham Inferior, Gross
 Roper, John Abraham, Bristol, Druggist. Feb 21 at 2 at offices of Ryland, Small st, Bristol, Trenerry
 Rouse, Isaac, Huddersfield, York, Wholesale Clothier. Feb 22 at 4 at offices of Barker and Sons, Estate buildings, Huddersfield
 Rowland, William Henry, Bark place, Bayswater, Builder. Feb 18 at 11 at the Warwick Hotel, Fulham place, Harrow rd, Hicks, Globe rd, Mile end
 Sambrook, Joseph, Burleson, Stafford, Journeyman Carpenter. Feb 22 at 11 at offices of Julian, Wedgwood chambers, Burslem
 Schindler, Maurice Shefield, Jeweller. Feb 21 at 11 at offices of Binney and Son, Queen st, chambers, Shefield
 Sedgwick, Thomas, Chatham, Kent, Tailor. Feb 23 at 2 at offices of Robinson, Philpot lane
 Seelie, William Robert, Mark lane, Wine Merchant. Feb 28 at 2 at the Guildhall Tavern, Gresham st, Kebble, Catherine court, Soothing lane
 Shaw, William, William Forster Shaw, Threadneedle st, Merchants. Feb 26 at 12 at the Guildhall Tavern, Gresham st, Wild and Co, Ironmonger lane, Cheapside
 Snel, William, Kidderminster, Worcester, Saddler. Feb 15 at 3 at offices of Miller and Co, Baxters chambers, Church st, Kidderminster
 Stennett, Michael, Moulton, Lincoln, Farmer. Feb 21 at 12 at the White Hart Hotel, Sledging, Gloucester, Grocer. Feb 24 at 12 at offices of Burrup and Coren, Borkley st, Gloucester
 Thornback, Richard, Southampton, Butcher. Feb 21 at 12 at offices of Guy, Albion terrace, Southampton
 Tinley, Eliezer, and Harriet Dinton, Peckham, Grocers. Feb 26 at 3 at the Fleur-de-Lis Inn, Canterbury. Smith, Hythe
 Turner, James, Todmorden, York, Licensed Victualler. Feb 18 at 3 at the Rose and Crown Inn, Castle st, Todmorden. Jubb
 Walker, John Bowland, Tinsley, York, Farmer. Feb 18 at 3 at offices of Addleshaw and Warburton, King st, Manchester
 Warren, James, St Mary Axe, Merchant. Feb 23 at 10.15 at offices of Hicks, Globe rd, Mile end
 Weizel, Frederick Louis, White Hart st, Drury lane, Grocer. Feb 17 at 3 at offices of Jenkins, Tavistock st, Strand
 White, John Lewis, Bedford, Chemist. Feb 25 at 12 at the Swan Hotel, Bedford. Burton
 Whitehouse, Edward John, Brewood, Stafford, Butcher. Feb 23 at 12 at offices of Turner, Old Churchyard, Wolverhampton
 Williams, William, Llanwit, Glamorgan, Beerhouse Keeper. Feb 17 at 12 at offices of Rosser, Post Office chambers, Pontypridd

EDE AND SON, ROBE MAKERS.



BY SPECIAL APPOINTMENT,
 To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench,
 Corporation of London, &c.
SOLICITORS' AND REGISTRARS' GOWNS.
 BARRISTERS' AND QUEEN'S COUNSEL'S DITTO.
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RICHARD FLINT & CO.

(Late ASH & FLINT),

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 Annual and other Returns Stamped and Filed.

PROVIDENT LIFE OFFICE, 50, Regent-street, and 14, Cornhill, London.

Established 1805.

Total Income	£239,333
Total Funds	1,859,812
Present amount of existing Assurances with Bonus Additions,	£5,913,225
Surplus applicable to Bonuses at last Quinquennial Valuation,	£355,543 8s. 8d.

SOVEREIGN LIFE OFFICE (Founded 1845.)

Assurers can obtain ADVANCES of £200 and upwards on Reversionary Annuities, &c., also on guarantees of two or more first-class securities.

All names, with full particulars, must be sent to the Secretary, Mr. St. James's-street, London, S.W.

REVERSIONS AND LIFE INTERESTS

THESE PROPERTIES ARE PURCHASED, OR LOANS GRANTED UPON THE SECURITY OF THEM,

THE SCOTTISH EQUITABLE (MUTUAL) LIFE ASSURANCE SOCIETY.

Head Office—26, ST. ANDREW-SQUARE EDINBURGH.

London Office—69, KING WILLIAM-STREET, E.C.

Manager—T. B. SPRAGUE, Esq., M.A.

Solicitors in London.—Messrs. BURTON, YEATES, & HART, 37, Lincoln's-inn-fields.

Income, £277,700. Assets, £2,104,000.

Every description of Life Insurance business transacted.

The usual Commission allowed to Solicitors.

THE A G R A B A N K (L I M I T E D)

Established in 1833.—Capital, £1,000,000.

HEAD OFFICE—NICHOLAS-LANE, LOMBARD-STREET, LONDON
 BRANCHES in Edinburgh, Calcutta, Bombay, Madras, Kurrachee, Agra, Lahore, Shanghai, Hong Kong.

CURRENT ACCOUNTS are kept at the Head Office on the terms summarized with London bankers, and interest allowed when the credit balance does not fall below £100.

Deposits received for fixed periods on the following terms, viz.—

At 5 percent, per annum, subject to 12 months' notice of withdrawal for shorter periods deposits will be received on terms to be agreed upon.

BILLS issued at the current exchange of the day on any of the Branches of the Bank free of extra charge; and approved bills purchased or sent for collection.

SALES AND PURCHASES effected in British and foreign securities, in East India Stock and loans, and the safe custody of the same undertaken.

Interest drawn, and army, navy, and civil pay and pensions realized.

Every other description of banking business and money agency British and Indian transacted.

J. THOMSON, Chairman.

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